



February 12, 2025

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

MET IN A REGULAR MEETING AT 10:00 A.M. IN THE COMMISSIONERS' COURTROOM IN THE COUNTY COURTHOUSE AT 211 S. ANN STREET SUITE 104 PORT LAVACA, CALHOUN COUNTY, TEXAS.

THE FOLLOWING MEMBERS WERE PRESENT:

Vern Lyssy
David Hall
Ronald Best
Joel Behrens
Gary Reese
(ABSENT) Anna Goodman
By: Kaddie Smith

County Judge
Commissioner Pct 1
Commissioner Pct 2
Commissioner Pct 3
Commissioner Pct 4
County Clerk
Deputy Clerk

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10 am by Judge Vern Lyssy

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese
Texas Flag: Commissioner Joel Behrens

4. General Discussion of Public Matters and Public Participation.

Gary Jackson speaks on Human Trafficking.

5. Approve February 5, 2025 Commissioners' Court Meeting Minutes. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

6. Public Hearing on Petition to create Calhoun County Hospital District. (VLL)

Public Meeting opened at 10:06am Anne Marie Odefey explained the process to the public. Erin Clevenger explained they are hosting public Q&A. Loretta Brown expressed concern on creating a sanctuary city. Alissa Jarvis expressed her concerns on cost. Scott Mason and Ed Reese expressed their concerns. Cindy Krause expressed her concerns and asked for additional public hearings.

7. Consider and take necessary action to consider the Petition to create Calhoun County Hospital District and if found in due order, grant the petition and order an election for May 3, 2025 to confirm the District's creation and authorize the levy of a tax not to exceed \$0.40 cents. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, County Judge
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

8. Consider and take necessary action on Matagorda Bay Mitigation Trust, Contract No. 095 - King Fisher Pier Project, and authorize Judge Lyssy to sign all documents. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

9. Consider and take necessary action on Matagorda Bay Mitigation Trust, Contract No. 096 – Calhoun County Extension Office Truck for Public Education on Waterbodies and Surrounding Ecosystems, and authorize Judge Lyssy to sign all documents. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

10. Consider and take necessary action on the following FY 2025 Interlocal Agreements and authorize payment of purchase orders and authorize Judge Lyssy to sign all documents.

(a) City of Port Lavaca – Fire Protection	\$252,216.80
(b) Crimestoppers	\$1,000.00

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

11. Consider and take necessary action for Emergency Management to enter into an agreement #3117560 with Great America Financial Services Corporation for the rental of a new Kyocera 358ci copier and allow the County Judge to sign all documents. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

12. Discuss and take necessary action to allow Ronald Best to sign for an aerobic septic system service contract for Calhoun County Airport with Silverback Septic Solutions. (RB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

13. Consider and take necessary action for Calhoun County Building Maintenance to renew the contract with CFI Mechanical, Inc. to provide (3) Quarterly and (1) Annual inspection and for maintenance on chillers and pumps and allow County Judge to sign all documents. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

14. Consider and take necessary action to approve the contract with Weaver & Jacobs Constructors, Inc. for Bid No. 2024.06 – Memorial Medical Center HVAC & Roof Improvements for Calhoun County, and authorize the County Judge to sign. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, County Judge
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

15. Consider and take necessary action to approve the Specifications and the Project Manual for Bid Number 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion, Seadrift, Texas and authorize the County Auditor and Urban Engineering to advertise for bids. A Pre-Bid Conference will be held at 10:00 am, Tuesday, March 4, 2025 at the Bill Sanders Park located off Swan Point Road in Seadrift, Texas. Bids will be due on Thursday, March 27, 2025. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

16. Consider and take necessary action to accept anonymous donation to the Sheriff's Office to be deposited into the Motivation Account (2697-001-49082-679) in the amount of \$75.00. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

17. Consider and take necessary action to accept donation of additions and renovations to the Port O'Connor Community Center and Pavilion. (GDR)

pass

18. Consider and take necessary action to accept revised Contract Agreement and Rules & Regulations for the Port O'Connor Community Center. (GDR)

Pass

19. Consider and take necessary action for Commissioners Court to accept an offer from TxDOT to acquire a 6.413 acre right-of-way parcel located at Green Lake Park for \$145,062 to facilitate the construction of a new and improved bridge on SH 35 over the Victoria Barge Canal, and authorize counsel to seek the approval from the U.S. Fish and Wildlife as required by the property's deed restrictions. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

20. Consider and take necessary action to accept the attached list of Donations to the Calhoun County Library for the month of January 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

21. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Surplus/Salvage for the month of January 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

22. Accept Reports from the following County Offices:

- a) Justice of the Peace Pct 1 – January, 2025
- b) Justice of the Peace Pct 2 – January, 2025
- c) Justice of the Peace Pct 3 – January, 2025
- d) District Clerk – January, 2025
- e) Sheriff Department, January, 2025
- f) Floodplain Administration – January, 2025

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

23. Consider and take necessary action on budget adjustments. (VLL)

2024

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

2025

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

24. Approval of bills and payroll. (VLL)

MMC Bills:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

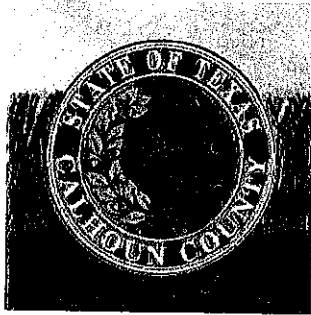
2024 County Bills:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

2025 County Bills:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Adjourned 11:13am



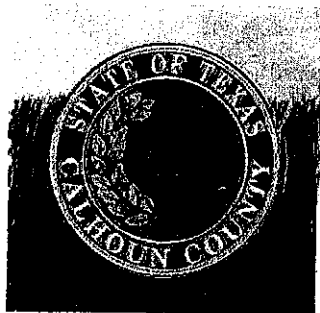
CALHOUN COUNTY COMMISSIONERS' COURT PACKET COMPLETION SHEET

- ☒ **All Agenda Items Properly Numbered**
- ☒ **Contracts Completed and Signed**
- ☒ **All 1295's Accepted**
- ☒ **All Documents for Clerk Signature Flagged
(All documents needing to be attested to need to be
signed day of Commissioner's Court.)**

On this 18th day of February 2025, the packet
for the 12th day of February 2025 Commissioners'
Special Regular Session was submitted from the Calhoun County Judge's
office to the Calhoun County Clerk's Office.

Debbie Vickery
Calhoun County Judge/Assistant

AGENDA



Vern L. Lyssy
County Judge

David Hall, Commissioner, Precinct 1
Ronald Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

NOTICE OF MEETING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, February 12, 2025 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

AGENDA

The subject matter of such meeting is as follows:

AT 10:17 FILED
O'CLOCK a M

FEB 07 2025

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
DEPUTY: Kaddu Smith

1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Approve February 5, 2025 Commissioners' Court Meeting Minutes. (VLL)
6. Public Hearing on Petition to create Calhoun County Hospital District. (VLL)
7. Consider and take necessary action to consider the Petition to create Calhoun County Hospital District and if found in due order, grant the petition and order an election for May 3, 2025 to confirm the District's creation and authorize the levy of a tax not to exceed \$0.40 cents. (VLL)
8. Consider and take necessary action on Matagorda Bay Mitigation Trust, Contract No. 095 - King Fisher Pier Project, and authorize Judge Lyssy to sign all documents. (GDR)
9. Consider and take necessary action on Matagorda Bay Mitigation Trust, Contract No. 096 - Calhoun County Extension Office Truck for Public Education on Waterbodies and Surrounding Ecosystems, and authorize Judge Lyssy to sign all documents. (GDR)
10. Consider and take necessary action on the following FY 2025 Interlocal Agreements and authorize payment of purchase orders and authorize Judge Lyssy to sign all documents.

(a) City of Port Lavaca - Fire Protection

\$252,216.80

(b) Crimestoppers

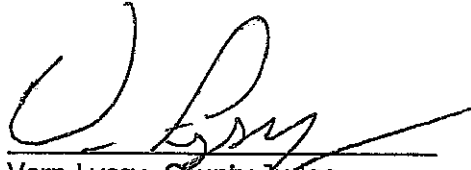
\$1,000.00

11. Consider and take necessary action for Emergency Management to enter into an agreement #3117560 with Great America Financial Services Corporation for the rental of a new Kyocera 358ci copier and allow the County Judge to sign all documents. (VLL)
12. Discuss and take necessary action to allow Ronald Best to sign for an aerobic septic system service contract for Calhoun County Airport with Silverback Septic Solutions. (RB)
13. Consider and take necessary action for Calhoun County Building Maintenance to renew the contract with CFI Mechanical, Inc. to provide (3) Quarterly and (1) Annual inspection and for maintenance on chillers and pumps and allow County Judge to sign all documents. (VLL)
14. Consider and take necessary action to approve the contract with Weaver & Jacobs Constructors, Inc. for Bid No. 2024.06 – Memorial Medical Center HVAC & Roof Improvements for Calhoun County, and authorize the County Judge to sign. (VLL)
15. Consider and take necessary action to approve the Specifications and the Project Manual for Bid Number 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion, Seadrift, Texas and authorize the County Auditor and Urban Engineering to advertise for bids. A Pre-Bid Conference will be held at 10:00 am, Tuesday, March 4, 2025 at the Bill Sanders Park located off Swan Point Road in Seadrift, Texas. Bids will be due on Thursday, March 27, 2025. (GDR)
16. Consider and take necessary action to accept anonymous donation to the Sheriff's Office to be deposited into the Motivation Account (2697-001-49082-679) in the amount of \$75.00. (VLL)
17. Consider and take necessary action to accept donation of additions and renovations to the Port O'Connor Community Center and Pavilion. (GDR)
18. Consider and take necessary action to accept revised Contract Agreement and Rules & Regulations for the Port O'Connor Community Center. (GDR)
19. Consider and take necessary action for Commissioners Court to accept an offer from TxDOT to acquire a 6.413 acre right-of-way parcel located at Green Lake Park for \$145,062 to facilitate the construction of a new and improved bridge on SH 35 over the Victoria Barge Canal, and authorize counsel to seek the approval from the U.S. Fish and Wildlife as required by the property's deed restrictions. (VLL)
20. Consider and take necessary action to accept the attached list of Donations to the Calhoun County Library for the month of January 2025. (VLL)
21. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Surplus/Salvage for the month of January 2025. (VLL)
22. Accept Reports from the following County Offices:
 - a) Justice of the Peace Pct 1 – January, 2025
 - b) Justice of the Peace Pct 2 – January, 2025

- c) Justice of the Peace Pct 3 – January, 2025
- d) District Clerk – January, 2025
- e) Sheriff Department, January, 2025
- f) Floodplain Administration – January, 2025

23. Consider and take necessary action on budget adjustments. (VLL)

24. Approval of bills and payroll. (VLL)



Vern Lyssy, County Judge
Calhoun County, Texas

A copy of this Notice has been placed on the inside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public during regular business hours. This Notice shall remain posted continuously for at least 72 hours preceding the scheduled meeting time. For your convenience, you may visit the county's website at www.calhouncotx.org under "Commissioners' Court Agenda" for any official court postings.

04



February 12, 2025

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

MET IN A REGULAR MEETING AT 10:00 A.M. IN THE COMMISSIONERS' COURTROOM IN THE COUNTY COURTHOUSE AT 211 S. ANN STREET SUITE 104 PORT LAVACA, CALHOUN COUNTY, TEXAS.

THE FOLLOWING MEMBERS WERE PRESENT:

Vern Lyssy
David Hall
Ronald Best
Joel Behrens
Gary Reese
(ABSENT) Anna Goodman
By: Kaddie Smith

County Judge
Commissioner Pct 1
Commissioner Pct 2
Commissioner Pct 3
Commissioner Pct 4
County Clerk
Deputy Clerk

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10 am by Judge Vern Lyssy

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese

Texas Flag: Commissioner Joel Behrens

4. General Discussion of Public Matters and Public Participation.

Gary Jackson speaks on Human Trafficking.

Calhoun County Commissioners Court

Public Participation Form

NOTE: This Public Participation Form must be presented to the County Clerk or Deputy Clerk prior to the time the agenda item (or items) you wish to address are discussed before the Court.

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Erin Clevenger

ADDRESS: 227 Clegg Rd

TELEPHONE: 361-~~552~~-649-0422

PLACE OF EMPLOYMENT: Memorial Medical Center

EMPLOYMENT TELEPHONE: 361-552-0240

Do you represent any particular group or organization? ☒ YES ☐ NO (Circle one)

If you do represent a group or organization, please provide the name, address and telephone number of the group or organization:

Memorial Medical Center

Which agenda item (or items) do you wish to address? Public Hearing
Re: Hospital District

In general, are you for or against the agenda item (or items)? Neutral

I hereby swear that any statement I make will be the truth, and nothing but the truth, to the best of my knowledge and ability.

Signature: Erin Clevenger

Calhoun County Commissioners Court

Public Participation Form

NOTE: This Public Participation Form must be presented to the County Clerk or Deputy Clerk prior to the time the agenda item (or items) you wish to address are discussed before the Court.

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Gerhardt John Jack

ADDRESS: 2205 Larry Dr

TELEPHONE: 361 652 5912

PLACE OF EMPLOYMENT: Retiree

EMPLOYMENT TELEPHONE: —

Do you represent any particular group or organization? YES ☒ NO (Circle one)

If you do represent a group or organization, please provide the name, address and telephone number of the group or organization:

Which agenda item (or items) do you wish to address? Trespass warning
and other infringement

In general, are you for or against the agenda item (or items)? _____

I hereby swear that any statement I make will be the truth, and nothing but the truth, to the best of my knowledge and ability.

Signature: Dary Jack

Calhoun County Commissioners Court

Public Participation Form

NOTE: This Public Participation Form must be presented to the County Clerk or Deputy Clerk prior to the time the agenda item (or items) you wish to address are discussed before the Court.

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: _____

ADDRESS: _____

TELEPHONE: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? ☒ YES ☐ NO (Circle one)

If you do represent a group or organization, please provide the name, address and telephone number of the group or organization:

Self employed small business

Which agenda item (or items) do you wish to address?

Hospital District

In general, are you for or against the agenda item (or items)?

against

I hereby swear that any statement I make will be the truth, and nothing but the truth, to the best of my knowledge and ability.

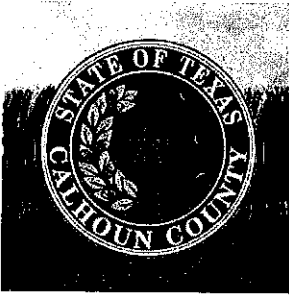
Signature: _____

Loretta Brown

05

5. Approve February 5, 2025 Commissioners' Court Meeting Minutes. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese



Vern L. Lyssy
County Judge

David Hall, Commissioner, Precinct 1
Ronny Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

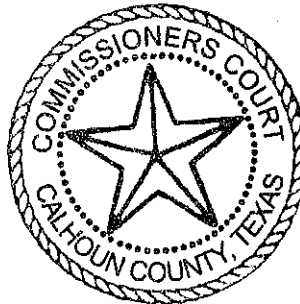
The Commissioners' Court of Calhoun County, Texas met on Wednesday,
February 5, 2025, at 10:00 a.m. in the Commissioners' Courtroom in the County
Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

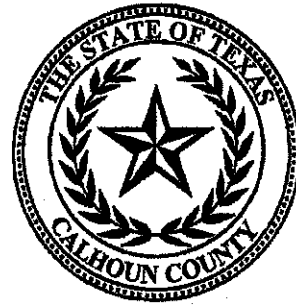
Attached are the true and correct minutes of the above referenced meeting.

A handwritten signature in black ink, appearing to read "Vern Lyssy", written over a horizontal line.

Vern Lyssy, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

A handwritten signature in black ink, appearing to read "Anna Goodman", written over a horizontal line.
Deputy Clerk



February 5, 2025

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

MET IN A REGULAR MEETING AT 10:00 A.M. IN THE COMMISSIONERS' COURTROOM IN THE COUNTY COURTHOUSE AT 211 S. ANN STREET SUITE 104 PORT LAVACA, CALHOUN COUNTY, TEXAS.

THE FOLLOWING MEMBERS WERE PRESENT:

Vern Lyssy
David Hall
Ronald Best
Joel Behrens
Gary Reese
(ABSENT) Anna Goodman
By: Kaddie Smith

County Judge
Commissioner Pct 1
Commissioner Pct 2
Commissioner Pct 3
Commissioner Pct 4
County Clerk
Deputy Clerk

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10 am by Judge Vern Lyssy

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese

Texas Flag: Commissioner Joel Behrens

4. General Discussion of Public Matters and Public Participation.

Gary Jackson speaks to the court in hopes to get the word out – airplane did not hit the World Trade Center.

5. Approve January 29, 2025 Commissioners' Court Meeting Minutes. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

6. Hear MMC Report.

Erin Clevenger gave the report.

7. Consider and take necessary action to carry over the remaining 2024 roof project budget in the amount of \$328,200 in the Building Maintenance Department due to the project not being complete in 2024. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

8. Consider and take necessary action to transfer budgeted funds in the amount of \$14,664.88 for office furniture in the County Judges Department ordered in 2024 and delivered in 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

9. Consider and take necessary action to carry over \$18,500 to the 2025 Commissioners Court budget for structural removal as approved in Commissioners Court on July 10, 2024 and approve payment to KMAC Construction Services, Inc. for proposal amount of \$18,500. This work was delayed and not completed until 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

10. Consider and take necessary action to authorize the Calhoun County Area Go-Texan Committee to allow alcohol to be consumed on the Calhoun County Fair Grounds, Bauer Building and the Pavilion during their Calhoun County Area Go-Texas Bar-B-Que Cook-off on April 4, 5, and 6, 2025. No alcohol will be sold on the premises. (VLL)

Richard Parrish asked for permission.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

11. Consider and take necessary action to allow The Calhoun County Judge Vern Lyssy sign the Voting Equipment Lease between Calhoun County Elections and The City of Port Lavaca. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

12. Accept the 2024 Certificate of Completion for Continuing Education Hours from the District Clerk and enter into Official Records. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

13. Consider and take necessary action to approve the contract with Weaver & Jacobs Constructors, Inc. for Bid No. 2024.06 – Memorial Medical Center HVAC & Roof Improvements for Calhoun County, and authorize the County Judge to sign. (VLL)

No action taken

14. Consider and take necessary action on the following FY 2025 Interlocal Agreements and authorize payment of purchase orders and authorize Judge Lyssy to sign all documents.

(a) Calhoun Soil and Water Conservation District \$7,750.00

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

15. Consider and take necessary action to renew Precinct 3 copier rental agreement (#3111572) with Great America Financial Services/Dewitt Poth & Son. For a Kyocera ECOSYS MA3500cfx model copier and authorized Commissioner Behrens sign all necessary documents. (JMB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

16. Consider and take necessary action to approve the infrastructure development plat (IDP) of Simple Stay, LLC # 2 located in Calhoun County, TX. (JMB)

Scott Mason explained the Infrastructure Development Plat.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

17. Consider and take necessary action to accept donation from Lisa Baumann for the Port O'Connor Community Center and put into Utilities line item, 2736-999-66616. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

18. Consider and take necessary action to set a hearing to consider the Petition to create Calhoun County Hospital District received by Calhoun County Commissioner's Court on February 12, 2025 at 10:00 a.m., in the Commissioner's Court Courtroom, First Floor of the Calhoun County Courthouse, 211 S. Ann, Port Lavaca, Texas. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

19. Consider and take necessary action on Addendum No. 1; Bid No. 2024.12-Calhoun County Green Lake Park - Phase 1; Project 1 and authorize Judge Lyssy to sign all documentation.

Matt Glaze with Urban Engineering explained addendum.

RESULT: APPROVED [UNANIMOUS]
MOVER: Gary Reese, Commissioner Pct 4
SECONDER: Joel Behrens, Commissioner Pct 3
AYES: Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

20. Consider and take necessary action on budget adjustments. (VLL)
(a) 2024 budget adjustment
(b) 2025 budget adjustments

2024
RESULT: APPROVED [UNANIMOUS]
MOVER: Gary Reese, Commissioner Pct 4
SECONDER: Joel Behrens, Commissioner Pct 3
AYES: Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

2025
RESULT: APPROVED [UNANIMOUS]
MOVER: Gary Reese, Commissioner Pct 4
SECONDER: Joel Behrens, Commissioner Pct 3
AYES: Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

21. Approval of bills and payroll. (VLL)

MMC Bills:	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

2024 County Bills:	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

2025 County Bills:	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Adjourned 10:42

06

6. Public Hearing on Petition to create Calhoun County Hospital District. (VLL)

Public Hearing opened at 10:06am

Anne Marie Odefey explained the process to the public.

Erin Clevenger explained they are hosting public Q&A.

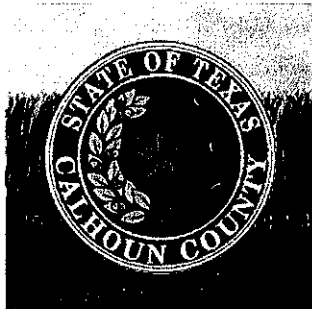
Loretta Brown expressed concern on creating a sanctuary city.

Alissa Jarvis expressed her concerns on cost.

Scott Mason and Ed Reese expressed their concerns.

Cindy Krause expressed her concerns and asked for additional public hearings.

Public Hearing closed at 10:47am



Vern L. Lyssy
County Judge

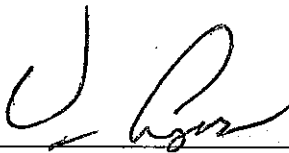
David Hall, Commissioner, Precinct 1
Ronny Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

NOTICE OF PUBLIC HEARING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, February 12, 2025 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse, 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

NOTICE IS HEREBY GIVEN that the Calhoun County Commissioners' Court will hold a Public Hearing on Petition to create Calhoun County Hospital District.

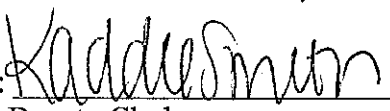
The public shall have the right to be present and participate in such hearing.



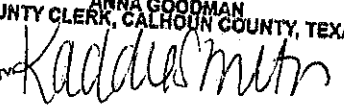
Vern L. Lyssy, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

AT 10:17 FILED a M
O'CLOCK

By: 

Deputy Clerk

FEB 07 2025
COUNTY CLERK, CALHOUN COUNTY, TEXAS

ANNA GOODMAN

A copy of this Notice has been placed on the outside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public during normal business hours. This Notice shall remain posted continuously for at least 72 hours preceding the scheduled meeting time. For your convenience, you may visit the county's website at www.calhouncotx.org under "Commissioners' Court Agenda" for any official court postings.

07

7. Consider and take necessary action to consider the Petition to create Calhoun County Hospital District and if found in due order, grant the petition and order an election for May 3, 2025 to confirm the District's creation and authorize the levy of a tax not to exceed \$0.40 cents. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, County Judge
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

**ORDER OF ELECTION
(ORDEN DE ELECCIÓN)**

An election is hereby ordered to be held May 3, 2025, for the purpose of:

The creation of the Calhoun County Hospital District and the levy of annual property taxes for hospital purposes at a rate not to exceed forty cents (0.40) on each \$100 valuation of all taxable property in the district.

(Por la presente se ordena la celebración de elecciones el 3 de Mayo de 2025 con el propósito de:

La creación del Distrito Hospitalario del Condado de Calhoun y la imposición de impuestos anuales sobre la propiedad para fines hospitalarios a una tasa que no exceda los cuarenta centavos (0.40) sobre cada valoración de \$100 de toda la propiedad imponible en el distrito.

The polls shall be kept open from 7:00 a.m. until 7:00 p.m.

Las urnas se mantendrán abiertas desde las 7:00 a.m. hasta las 7:00 p.m.

The polling places for this election for May 3, 2025 shall be:

Los lugares de votación para esta elección para el 3 de Mayo, 2025 serán:

See attached Exhibit "A" -- Precincts for Calhoun County -- Polling Locations

Vea el Exhibido "A" adjunto -- Precintos para el Condado de Calhoun -- Lugares de Votación

Early voting by personal appearance will be conducted each weekday at 211 S. Ann, Port Lavaca, Texas, between the hours of 8:00 a.m. and 5:00 p.m. beginning on April 22, 2025, and ending on April 29, 2025.

(La votación anticipada por comparecencia personal se llevará a cabo todos los días de la semana en 211 S. Ann, Port Lavaca, Texas, entre las 8:00 a.m. y las 5:00 p.m. a partir del 22 de Abril de 2025 y hasta el 29 de Abril de 2025.)

Applications for ballot by mail shall be mailed to:

(Las solicitudes de votación por correo se enviarán a:)

Mary Orta, Elections Administrator

Calhoun County, Texas

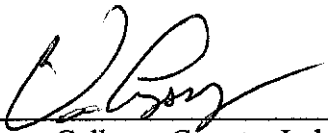
211 S. Ann, Suite 103

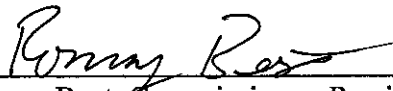
Port Lavaca, Texas 77979

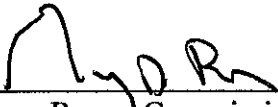
Applications for ballot by mail must be received no later than noon (12:00 p.m.) on April 22, 2025.

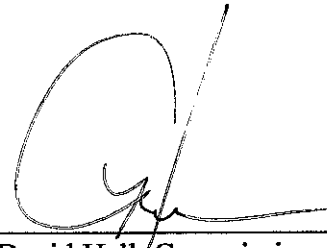
(Las solicitudes para votar por correo deben recibirse a más tardar de media día (12:00 p.m.) el 22 de Abril 2025.)

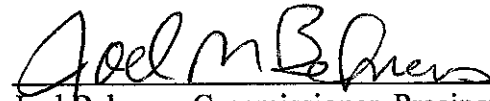
Issued this 12 day of February, 2025.
(Emitido el 12 día de Febrero de 2025.)


Vern Lyssy, Calhoun County, Judge


Ronny Best, Commissioner, Precinct 2


Gary Reese, Commissioner, Precinct 4


David Hall, Commissioner, Precinct 1


Joel Behrens, Commissioner, Precinct 3

CALHOUN COUNTY
POLLING LOCATIONS 2025
LUGARES DE VOTACION DEL CONDADO DE CALHOUN

PCT 1

Calhoun County Library
Biblioteca del Condado Calhoun
200 W. Mahan
Port Lavaca, Tx 77979

PCT 2

Bauer Exhibit Building
Edificio de exposiciones de Bauer
186 Henry Barber Way
Port Lavaca, Tx 77979

PCT 3

Magnolia Beach Vol. Fire Dept.
Departamento de bomberos Magnolia Beach
873 Margie Tewmeyer Rd.
Port Lavaca, Tx 77979

PCT 4

Calhoun County Annex
Anexo del Condado Calhoun
201 W. Austin St.
Port Lavaca, TX 77979

PCT 5

Six Mile Volunteer Fire Dept.
Bomberos de Seis Millas
34 Royal Rd
Port Lavaca, TX 77979

PCT 6

Port Lavaca City Hall
Ayuntamiento de Port Lavaca
202 N. Virginia St.
Port Lavaca, TX 77979

PCT 7

Bauer Community Center
Centro comunitario Bauer
2300 N. Hwy 35
Port Lavaca, TX 77979

PCT 8

Olivia Fire Station
Estacion de bomberos Olivia
61 Co. Rd. 318
Olivia, TX 77978

PCT 9

Calhoun County EMS
Servicio Medicos de Emergencia
705 Henry Barber Way
Port Lavaca, TX 77979

PCT 10

Seadrift City Hall
Ayuntamiento de Seadrift
501 S. Main St.
Seadrift, TX 77983

PCT 11

Port O'Connor Library
Biblioteca de Port O'Connor
506 W. Main
Port O'Connor, TX 77982

Exhibit "A" - Exhibido "A"

08

8. Consider and take necessary action on Matagorda Bay Mitigation Trust, Contract No. 095 - King Fisher Pier Project, and authorize Judge Lyssy to sign all documents. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

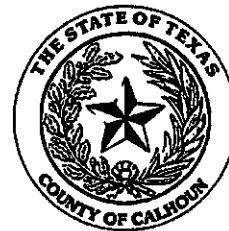


Gary D. Reese

County Commissioner

County of Calhoun

Precinct 4



February 3, 2025

Honorable Vern Lyssy
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Lyssy:

Please place the following item on the Commissioners' Court Agenda for February 12, 2025.

- Consider and take necessary action on Matagorda Bay Mitigation Trust, Contract No. 095 – King Fisher Pier Project, and authorize Judge Lyssy to sign all documents.

Sincerely,

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

Gary D. Reese

GDR/at

MATAGORDA BAY MITIGATION TRUST

CONTRACT COVER/SIGNATURE PAGE

TITLE OF CONTRACT No. 095: King Fisher Pier Project

This Contract is entered into by the Matagorda Bay Mitigation Trust (herein referred to as "the Trust") and the following named Recipient:

THE TRUST:

Matagorda Bay Mitigation Trust
P. O. Box 1269
Poth, Texas 78147-1269
Email: Trustee@mbmtrust.com
Contact Person: Steven J. Raabe, Trustee

RECIPIENT:

Calhoun County
211 S. Ann Street
Port Lavaca, Texas 77979
Email: vern.lyssy@calhouncotx.org
Gary.reese@calhouncotx.org
Contact Person: Judge Vern Lyssy and
Commissioner Gary Reese

The Recipient ("Recipient") agrees to provide Mitigation Project Work and Services ("Mitigation Project") in compliance with this Contract ("Contract") and all applicable federal and state laws, regulations, and rules. In accordance with the General Terms & Conditions, it is understood and agreed by both parties hereto that the Trust's obligations under this Contract are contingent upon Recipient's compliance with this Contract and federal and state law regulations and rules. This Contract, which constitutes promised performances by the Recipient, consists of the following documents:

Contract (Cover Sheet/Signature Page)
General Terms and Conditions
Statement of Mitigation Project (Attachment A)
Budget (Attachment B)
Invoice Format (Attachment C)

The Recipient hereby acknowledges that it has read and understands this entire Contract. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein. The Recipient agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Trust is true and correct in all respects to the best of its knowledge and belief.

CONTRACT PERIOD: FROM: February 1, 2025 UNTIL: May 31, 2026

FUNDING: This Contract may not exceed \$339,680.00 ("funds").

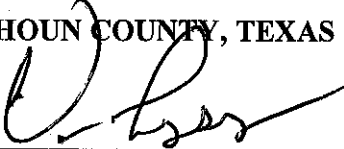
APPROVED:

MATAGORDA BAY MITIGATION TRUST

CALHOUN COUNTY, TEXAS

BY: 

NAME: Steven J. Raabe
TITLE: Trustee
DATE: February 3, 2025

BY: 

NAME: Vern Lyssy
TITLE: County Judge
DATE: 2-12-2025

GENERAL TERMS AND CONDITIONS

I. PARTIES

- A. Trustee of the Matagorda Bay Mitigation Trust herein referred to as "Trustee" or "Trust" as applicable and "Recipient," have made and entered into this Contract herein referred to as "Contract."
- B. Recipient represents and guarantees that it possesses the legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the work and services described on Attachment "A" comprising the Mitigation Project ("Mitigation Project"). The Recipient has obligated itself to perform under this Contract, including subsequent contract amendments or modifications. As may be applicable to Recipient, the Recipient shall comply with appropriate federal and state licensing or certification requirements.
- C. The persons signing this Contract on behalf of the parties hereto warrant that they are the duly authorized representatives authorized to execute this Contract and to validly bind their respective parties to all terms, conditions, performances and provisions herein set forth.

II. PURPOSE

This Contract sets forth the terms and conditions upon which the Trust agrees to provide funds ("funds") to the Recipient to perform the Mitigation Project.

III. RECIPIENT AS INDEPENDENT CONTRACTOR

- A. It is understood and agreed by both parties that the Trust is contracting with Recipient as an independent contractor and that Recipient is and shall be liable to its own employees and is responsible for its own risk of loss.
- B. The Recipient agrees to repay the Trust for all disallowed cost or other claims which may be declared by the Trustee occurring in connection with the Mitigation Project to be performed or administered by the Recipient under this Contract.
- C. Employees of Recipient are not employees or agents of the Trust. Employees of Recipient are subject to the exclusive control and supervision of Recipient and Recipient is solely responsible for employee payroll and claims arising therefrom.

IV. FUNDS

A. Funds and Payment Disbursements

1. Trust agrees to pay Recipient in accordance with the approved budget structure set forth in Attachment B and other provisions of this Contract and such payment shall not exceed the amount specified in the Contract Cover/Signature Page.
2. Recipient agrees that it shall not utilize funds for administration or overhead expenses in an amount that exceeds fifteen percent (15%) of the approved budgeted project salaries of Recipient. Recipient shall ensure salary amounts charged to the project are reasonable and solely for the project(s) identified.
3. Funds will be disbursed to Recipient as follows:
 - a. Mitigation Project Work Plan. The work plan for the execution of the Mitigation Project is described in Attachment A and includes the following:
 - i. Details regarding the specific work and services to be performed;
 - ii. A schedule of estimated time to perform each stage of the Mitigation Project;
 - iii. A budget to perform the Mitigation Project as shown in Attachment B; and
 - iv. Such other information requested by Trustee.
 - b. Invoicing. Upon completion of each stage of the Mitigation Project or as otherwise agreed, the Recipient shall electronically submit an invoice to the Trust with details about the work and services performed, the date(s) performed and a list of all expenditures in the format shown on Attachment C and such other information requested by the Trust. Trustee may approve payment of the invoice or upon review request additional information the Trustee deems necessary for clarification or other purposes prior to payment. Trustee may withhold payment until satisfied that the invoice represents accurately the contents therein. Prior to, during, or subsequent to approval of payment of invoices to Recipient, the Trustee shall have the right to conduct an audit or investigation regarding such invoices or other information provided by Recipient.
 - c. Progress Reports. Recipient shall provide Trust with a progress report with each invoice detailing the Mitigation Project activities performed to date together with a list of all expenditures with supporting documentation such as paid invoices, copies of subcontracts, reports maintained internally by Recipient, such reports to include information regarding potential issues that affect the Mitigation Project and reports submitted to Recipient's governing body and such other information requested by Trustee.

- d. Final Report. Recipient shall provide Trust with a final report detailing the Mitigation Project as completed which shall include copies of all reports maintained internally by Recipient, such reports to include information regarding the resolution of issues that affected the Mitigation Project and reports submitted to Recipient's governing body reflecting the completion of the Mitigation Project and such other information requested by Trustee.
 - e. Additional Reports. Recipient agrees to provide follow-up information and documentation to any report submitted to Trust as Trustee deems reasonable and necessary and such other information requested by Trustee from time to time.
- 4. Recipient agrees to return, refund, or repay to Trust any sum which Trustee determines represents an overpayment to Recipient or represents funds not used in accordance with the terms of this Contract. Trustee's determination of overpayment or funds not used in accordance with the terms of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.
 - 5. Trustee may withhold funds to Recipient if Trustee determines that Recipient has not complied with the terms of this Contract. Trustee's determination to withhold funds due to Recipient's failure to comply with the terms of the Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.
 - 6. Recipient agrees that it will not receive duplicate funds from another source for any of the items included in the budget set forth in Attachment B.
 - 7. Following Trustee's approval of the Final Report, any portion of the funds not expended or obligated in accordance with this Contract shall be returned to the Trust by Recipient.
 - 8. This Contract shall not be construed as creating any future financial obligation or debt of or on behalf of Trust. It is understood and agreed that funds may be provided to Recipient only from funds allocated for this Mitigation Project which shall be distributed subject to compliance with this Contract and upon such timing as deemed reasonable by the Trustee.

V. RECORDS MANAGEMENT

- A. Recipient shall maintain all books, records, documents, papers, and other evidence related to Mitigation Project implementation, including financial records, reports maintained internally by Recipient and reports submitted to Recipient's governing body, and Mitigation Project performance information, in accordance with generally accepted business and accounting practices, consistently applied. Recipient shall also maintain the financial data used in the preparation of support for any cost (direct and indirect) information or analysis for the Contract or for any

negotiated subcontract. Recipient shall also maintain a copy of any negotiated subcontract. Recipient shall also maintain a copy of any cost information or analysis submitted to Trustee. Recipient agrees to the disclosure and access of Trustee, or any authorized representative of Trustee to all such books, records, documents, papers, and other evidence for the purposes of review, inspection, audit, excerpts, transcriptions and copying during normal business hours.

- B. Recipient understands that acceptance of funds under this Contract acts as acceptance of the authority of the Trustee or his authorized representative, to conduct an audit or investigation in connection with those funds. Recipient further agrees to fully cooperate with the Trustee, or his authorized representative in the conduct of the audit or investigation, including providing all records requested. Recipient shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- C. Recipient shall maintain such records and be subject to these audit requirements during the performance under this Contract for a period of five years after Trustee provides written approval of the Final Report. However, if Recipient is aware of any litigation, claim, negotiation, audit, cost recovery or other action, including actions concerning costs of items to which an audit exception has been taken, relating to the Mitigation Project that started before the expiration of the five-year record retention period, Recipient shall maintain all records and be subject to such audit requirements until completion of the action or resolution of all issues which arise from any litigation, claim, negotiation, audit, cost recovery or other action, or until the end of the five-year record retention period, whichever is later. The Trustee will have access to records at any reasonable time for as long as the records are maintained by Recipient. Recipient agrees to transfer records in its custody to Trustee upon his request. This paragraph survives termination of this Contract.
- D. Failure to comply with all records management and reporting requirements of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

VI. FINANCIAL MANAGEMENT

Recipient shall have a financial management or accounting system which accounts for costs in accordance with generally accepted accounting standards and principles. Recipient shall allow Trustee's review of the adequacy of the financial management system. Failure to maintain the financial accounting requirements shall constitute an event of potential default more fully described in Section XIV hereinafter. The accounting requirements shall include:

- A. Provide for the identification of costs in accordance with the approved project budget (Attachment B) and segregation of Mitigation Project costs between the budget categories;

- B. Maintain records which adequately identify the source and application of funds provided under this Contract. Such records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
- C. Provide internal control by maintaining effective control and accountability for all cash, real and personal property and other assets paid for under this Contract. All such property acquired with Project funds must be adequately safeguarded and used solely for authorized purposes;
- D. Provide budget control by comparing outlays and expenditures with budgeted amounts for the funds provided by the Trust both by category and by task as shown in Attachment C;
- E. Support accounting records with source documentation, including cancelled checks, paid invoices, payrolls, time and attendance records, and subcontract documents;
- F. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of this Contract or applicable statutes; and
- G. Permit preparation of reports required by this Contract or requested by Trustee.

VII. SUBCONTRACTORS

- A. Recipient may subcontract all or any portion of the Mitigation Project for purposes of this Contract.
- B. Recipient shall be responsible for all acts and omissions of all subcontractors performing or furnishing any portion of the Mitigation Project under a direct or indirect contract with Recipient to the extent provided under applicable laws and regulations. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Trust and any such subcontractor, nor shall it create any obligation on the part of Trust to pay or to see to the payment of any money due to any such subcontractor.
- C. Recipient shall be solely responsible for scheduling and coordinating the work of subcontractors performing or furnishing any portion of the Project under a direct or indirect contract with Recipient. Recipient shall require all subcontractors performing or furnishing any portion of the Project who desire to communicate with Trustee to communicate through Recipient with Trustee.
- D. All work performed for Recipient by a subcontractor shall be pursuant to an appropriate written contract between Recipient and the subcontractor which is not inconsistent with the terms and conditions of this Contract. Each subcontractor

shall be provided a copy of this Contract prior to initiating any portion of the Project.

VIII. PUBLICATIONS, NEWS RELEASES, AND OTHER PUBLIC ANNOUNCEMENTS

All public reports, news releases, other publicity, and other materials prepared for publication pursuant to or as a result of this Contract shall acknowledge the Matagorda Bay Mitigation Trust as the funding source. Public reports or other publications, news releases, and other publicity issued by Recipient about the Mitigation Project shall be provided to Trustee.

IX. RIGHTS IN DATA AND OTHER MATERIALS

- A. Recipient and the Trust agree that any data collected as a result of this Contract shall be jointly owned by Recipient and the Trust. Recipient and Trust agree that each shall have complete and unlimited access and use to all data collected as a result of this Contract. Further, at the termination of the Trust, or at such other time deemed appropriate by Trustee, the Trustee has the right, but not the obligation to transfer any interest in the data to Recipient.
- B. Recipient shall act to ensure all subcontractors used for this Mitigation Project are advised of the rights in data and other materials described herein and that the subcontractors are prohibited from asserting any rights at common law or in equity or otherwise seeking to establish any claim to statutory copyright in any data, material or information developed under this Contract.
- C. Recipient and the Trust agree that in addition to the joint ownership by Recipient and the Trust of any data collected as a result of this Contract, that in the event any invention or intellectual property is created as a result of this Contract in which the Recipient retains title, Trust shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world. Materials developed as a result of this Contract will be made available to the Trustee in written and electronic formats upon request under the non-exclusive, nontransferable, irrevocable, paid-up license.
- D. The Recipient has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Recipient's obligations to the Trust under this Contract. If a subcontractor refuses to accept terms affording the Trust's such rights, the Recipient shall promptly bring such refusal to the attention of the Trustee.
- E. Recipient shall place a section in all subcontractor contracts that complies with Section IX.

X. AGREEMENT TO HOLD HARMLESS AND INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION TO THE EXTENT ARISING FROM THE MISCONDUCT, NEGLIGENCE, OMISSIONS, OR RECKLESS ACTS OF RECIPIENT OR ITS EMPLOYEES, OFFICERS, OFFICIALS OR AGENTS OR ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR WORK BY RECIPIENT UNDER THIS CONTRACT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS CONTRACT.**
- B. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM ANY AND ALL CLAIMS AND LOSSES ACCRUING OR RESULTING TO RECIPIENT AND TO ANY AND ALL SUBCONTRACTS, MATERIALS, PERSONS, LABORERS AND AN OTHER PERSONS, FIRMS OR CORPORATION, FURNISHING OR SUPPLYING WORK, SERVICES, MATERIALS, OR SUPPLIES IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT.**

XI. CONFLICT OF INTEREST

- A. Recipient shall maintain an internal policy regarding conflicts of interest and shall adhere to said policy with respect to any potential or actual organizational or personal conflict of interest between Recipient and its employees or any**

subcontractor with respect to this Contract. Further, such internal policy shall include a prohibition that funds received by Recipient from the Trust shall not be used to pay, reimburse or otherwise give in any manner or for any purpose to the Plaintiffs and Defendants in Cause No. 6-17-CV-00047, In San Antonio Bay Estuarine Waterkeeper and S. Diane Wilson vs. Formosa Plastics Corp., Texas, and Formosa Plastics, Corp., U.S.A., in the United States District Court for the Southern District of Texas, Victoria Division.

- B. Recipient shall notify Trustee regarding any potential or actual organization or personal conflict of interest involving Recipient's employees or subcontractors and shall keep the Trustee informed regarding any actions taken or decisions made in connection with such employee or subcontractor. In the event that the organizational or personal conflicts of interest does not become known until after performance on the Contract begins, Recipient shall notify Trustee of the conflict and any action taken as soon as Recipient becomes aware of the conflict.
- C. Trustee has sole discretion to make the final determination as to whether an organizational or personal conflict of interest exists, and if the conflict of interest requires action beyond the action taken by Recipient, whatever action that may be. Trustee may request Recipient to terminate any subcontractor in whole or in part, if Trustee deems such termination necessary to avoid an organizational or personal conflict of interest.
- D. If Recipient was aware of an actual organizational or personal conflict of interest prior to award or discovered an actual conflict afterward and did not disclose it or misrepresented relevant information to Trust, Trustee, at his sole discretion, may terminate this Contract for default or pursue such other remedies as may be permitted by law or this Contract.
- E. Recipient shall place a section in all subcontractor contracts that complies with Section XI.

XII. VENUE

Recipient acknowledges and agrees that this Contract is being performed in Calhoun County, Texas. Recipient agrees that any permissible cause of action involving this Contract arises solely in Calhoun County.

XIII. ENTIRE AGREEMENT

This Contract constitutes the entire and full agreement between the Recipient and the Trust, and all previous oral or written agreements relating to the subject matter of this Contract between the Trust and Recipient have been superseded, reduced to written form, and are incorporated herein.

Recipient and Trust expressly agree and understand that all future, oral agreements, representations or modifications shall not have any legal binding effect unless and until reduced to writing and executed by both Recipient and Trustee, except for amendments by operation of law as provided in Section XVII in this Contract.

XIV. DEFAULT AND REMEDIES

- A. Recipient shall be considered in default under this Contract if any one or more of the following events occur, provided that Recipient has received written notice of such potential default from Trustee and has failed to cure the potential default within thirty days from the date of said notice. If Recipient has begun a good faith effort to cure the potential default within the thirty-day period, Recipient may be allowed additional time, if deemed reasonable by Trustee in his sole discretion, as needed to cure the potential default.
- B. Event of Potential Default. Trustee will, in his sole discretion, determine if an Event of Potential Default exists. Each of the following shall constitute an Event of Potential Default under this Contract:
1. If Recipient makes an assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors.
 2. If at any time Recipient knowingly, negligently, or intentionally makes any representation to Trustee which is incorrect in any material respect.
 3. If Recipient knowingly, negligently, or intentionally submits any request for payment to Trust which is incorrect in any material respect.
 4. If Recipient knowingly, negligently, or intentionally submits any report or certification to Trust related to the Mitigation Project which is incorrect in any material respect.
 5. If Recipient utilizes funds which Trustee determines represents an overpayment to Recipient or represents funds not used in strict accordance with the terms of this Contract.
 6. If Recipient fails to perform the Mitigation Project described on Attachment A in any material aspect.
 7. If Recipient fails to comply with the reporting and invoicing requirements under this Contract.
 8. If Recipient fails to maintain the records management requirements under this Contract.
 9. If Recipient fails to maintain the financial accounting requirements under this Contract.

10. If Recipient fails to maintain the insurance requirements under this Contract.

11. If Recipient fails to comply with any term or provision contained in this Contract.

- C. Remedies. Upon the occurrence of any such Event of Potential Default and failure of Recipient to cure such potential default as provided above, Trustee may declare Recipient in default in writing and may, as Trustee determines appropriate, withhold payments to Recipient or require Recipient to return, refund or repay any payments received prior or subsequent to the event of default. In addition, Trustee may terminate this Contract and avail himself of any appropriate legal remedies, including recovery of attorney's fees and expenses incurred in enforcing any such legal remedies, if so awarded by a court of competent jurisdiction.
- D. No Waiver. A waiver of any Event of Potential Default shall not be considered a waiver of any other or subsequent Event of Potential Default, and any delay or omission in the exercise or enforcement of the rights and powers of Trust shall not be construed as a waiver of any rights or powers.

XV. USE OF FUNDS AND LIMITATIONS ON EXPENDITURES

Funds distributed or allocated to Recipient under this Contract, or any modification thereto, shall not be used to support other programs operated by the Recipient under a different contract. Nor can such funds be carried over to a new contract or amended contract without the written permission of the Trustee.

XVI. LIMITATION ON LIABILITY

The Recipient understands and agrees that the Trust shall not be liable for expenditures made in violation of terms of this Contract, any laws, regulations, rules, or policies, or any other laws or regulations applicable to the Mitigation Project performed under this Contract. The Recipient also agrees that the Trust shall not be liable for any cost incurred by Recipient which exceeds the funding amount provided hereinabove. The Recipient shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a subcontractor of the Recipient.

XVII. AMENDMENTS BY OPERATION OF LAW

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal law, State law, by regulations, are automatically incorporated into this Contract as if set forth fully, without written amendment hereto, and shall become effective on the effective date designated by such law, regulation, or policy.

XVIII. COMPLIANCE WITH LAW.

Recipient covenants and agrees to comply with all applicable Federal, State and local laws, and all applicable Federal and State regulations. Recipient shall also be responsible to ensure that its' subcontractors shall comply with applicable Federal, State and local laws, and all applicable Federal and State regulations.

XIX. PATENT INDEMNITY

The Recipient shall include a provision in all of its contracts with contractors and subcontractors that the contractor and subcontractor will indemnify the Trustee, the Trust and its consultants, agents, attorneys, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. §181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract, or out of the use or disposal by or for the account of the Trust of such supplies or construction work.

XX. DISCLOSURE OF INTEREST

Recipient represents and warrants that the Trustee, the Trust or its' consultants, agents or attorneys have no ownership or beneficial interest of any kind in Recipient or Recipient's subcontractors. Further, Recipient shall ensure subcontractor's compliance with Section XX.

XXI. SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Contract shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Contract for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose, so long as the invalidated matter does not substantially deprive a party of the benefit of this Contract.

XXII. INSURANCE

Recipient shall maintain during the term of this Contract and shall provide Trustee with proof of insurance in amounts sufficient to cover the Recipient's liability subject to applicable constitutional and statutory limitations of liability.

1. The Trust shall not be responsible for the payment of premiums or assessments on such policies.
2. Proof of insurance showing such coverages as required herein shall be submitted to Trustee within 20 days of contract execution.
3. In the event any insurance policy as specified herein is cancelled or in the event Recipient fails to maintain the minimum insurance limits as specified herein or in the event recipient fails to provide certificates of insurance, such event shall constitute an event of potential default more fully described in Section XIV hereinabove.

XXIII. ASSIGNMENT

This Contract shall be binding on and inure to the benefit of the Trust and Recipient and their respective successors and permitted assigns. This Contract may not be assigned by Recipient without the prior written consent of the Trustee.

XXIV. NOTICES/COMMUNICATIONS

All notices, communications, and requests given to or made upon the Trust and Recipient hereto shall, except as otherwise specified herein, be in writing and shall be delivered or mailed to such party at the notice addresses specified on the Contract Cover/Signature Page. The Trust and Recipient may change their notice addresses but shall provide immediate notice to the other and shall provide such notice in writing to the other party.

XXV. DISPUTES

In the event a Recipient has a dispute with the Trust or in the event any Recipient seeks to file a claim or lawsuit, the Recipient's sole recourse shall be by informal dispute resolution between the Recipient and the Trust and if such informal dispute resolution is not resolved, then the Recipient may seek the alternative dispute resolution as provided herein. The alternative dispute resolution process shall consist of a Mediated Settlement Conference in Calhoun County, to be conducted with the Recipient and the Trust and their legal counsel. The mediator shall be selected by agreement of the Recipient and the Trustee. Should the parties fail to agree on a mediator, an attorney mediator shall be selected by the Director of Calhoun County Dispute Resolution Services. The decision made by a Mediator shall be binding on the Recipient and the Trust, and there shall be no further appeal but the decision shall be enforced, if necessary, by the District Court of Calhoun County. The Recipient agrees to submit to such binding alternative dispute resolution as provided herein. Further, Recipient's sole remedy under the informal dispute resolution and under the binding alternative dispute resolution shall be limited to all, none or part of the remaining balance, if any, of Funds allocated to it under the terms of this Contract with the Trust; however, the Trust may recoup any Funds distributed to the Recipient through the same alternative dispute resolution procedure described herein. Any remedy under the mediation shall be sole province of the Mediator unless the Recipient and Trustee agree otherwise. In no event shall a Recipient be entitled to any other remedy; including, but not

limited to, actual damages, compensatory damages, punitive damages, exemplary damages, interest, costs of court, actual expenses and attorneys' fees. These procedures shall be binding on Recipients notwithstanding any conflict with any law or regulation.

XXVI. PERIOD OF CONTRACT

This Contract will remain in effect until the termination of the CONTRACT PERIOD as defined above, unless extended, modified, or terminated by written agreement of the Parties or terminated as provided herein with the exception of the five-year records retention provision in Section V. This provision shall survive termination of this Contract.

END OF TERMS AND CONDITIONS

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT A
STATEMENT OF MITIGATION PROJECT*

Calhoun County, Texas ("Recipient")
211 S. Ann Street
Port Lavaca, Texas 77979

King Fisher Pier Project

King Fisher Beach is a free county park that is open daily to the public. It is located on Matagorda Bay in Port O'Connor, Texas. The beach is used by the US Army Corps of Engineers as a disposal site for dredged material from Matagorda Bay. Due to shoreline drift and wave action, sand from the beach has migrated under the pier and caused limited fishing from the pier. Extending the pier and adding a T-head on the extension will make the park for conducive for fishing.

The goal of this project is to extend the fishing pier at King Fisher Beach to improve visitor use and enjoyment of non-boater activities at the park.

Project objectives are:

- a. Construct a 10' x 188' wooden extension to the existing pier.
- b. Construct a 12' x 80' T-head at the end of the pier.
- c. Install electrical components.
- d. Install light poles, and LED fishing and pier lights.

An environmental firm that specializes in USACE permits will assist the County in reviewing previous permitting and documentation, and prepare a supporting response. Upon completion of construction activities, a registered Accessibility Specialist must certify that the constructed extension is compliant with Texas Accessibility Standards.

Task 1: Pre-construction Activities

- a. Following county procurement procedures, the county will retain the services of a coastal engineering firm.
- b. The engineering firm will prepare construction specifications and aid the County in preparing the bidding documents.
- c. An environmental firm will be retained to interact with the USACE.

Deliverables:

- 1. Executed engineering contract
- 2. Bidding documents

Task 2: Construction

- a. Following county procurement procedures, the County will seek a qualified coastal construction contractor.
- b. The County will select and enter into a contract with the construction contractor.
- c. The pier extension will be constructed.
- d. An Accessibility Specialist will be retained to conduct an ADA inspection of the pier.

Deliverables:

1. Photographs of the completed project
2. As-built design
3. Accessibility Specialist Report

Budget:

ENGINEER'S OPINION OF PROBABLE COST (EOPC)

PROJECT NAME: KING FISHER PIER PROJECT - PORT O' CONNOR, TEXAS

CONSTRUCTION COST ESTIMATE				
Item#	Item Description	Quantity	Unit Price	Total Bid Price
1	Modernization Insurance and Bonds	1 LS	\$30,000	\$ 30,000
2	Barricades, Signage and Traffic Control	HS	\$ 3,000	\$3,000
3	Installation of ten (10) foot wide pier (wood pilings, headers, stringers, bracing, decking stainless steel clips, hardware, screws) and handrail including labor, equipment and materials complete in place.	188 LF	\$600	\$112,800
4	Installation of twelve (12) foot wide T-Head (wood pilings, headers stringers bracing, decking stainless steel clips, hardware, screws) and handrail including labor, equipment and materials complete in place.	80 LF	\$ 800	\$ 64,000
5	Installation of electrical for the new pier extension, including conduit, junction boxes, conductors and connections to existing electrical including labor, equipment and materials complete in place.	480 LF	\$ 50	\$24,000
6	Installation of light poles, LED fishing lights and pier lights for the new pier section.	1 LS	\$ 25,000	\$ 25,000
7	Construction Contingency (10%)	1 LS	\$25,880	\$25,880
TOTAL CONSTRUCTION ESTIMATE				\$ 284,680
ENGINEERING ESTIMATE				\$ 50,000
PERMITTING LETTER				\$ 5,000
TOTAL PROJECT ESTIMATE				\$ 339,680

BASE WORK SCOPE: The project shall consist of the installation of a new pier extension, new handrails, new T- head, electrical and lighting for a complete project in place.

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT B
BUDGET*

Calhoun County ("Recipient")
211 S. Ann Street
Port Lavaca, Texas 77979

Contract Budget

Construction	\$ 284,680.00
Consultants/Contractual	\$ 55,000.00
 Total Contract Budget	 \$339,680.00

RECIPIENT WILL SUBMIT INVOICES TO TRUST (mark appropriate option):

 X Monthly

OR

 Quarterly

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT C
INVOICING INSTRUCTIONS

Below are the instructions on how to complete and submit your invoice. All invoices must be submitted electronically. You do not need to submit a hard copy unless specifically requested to do so. Invoices that don't balance or that lack proper supporting documentation will be delayed, so please ensure that your invoice is in order prior to submission.

The Recipient's Contract includes the budget and invoice form (Attachment C). The Contract's budget is tracked in two ways: Budget by Contract Category and Budget by Task.

Each invoice submitted for payment must track the project costs in compliance with the Recipient's Contract as outlined in Attachment C.

Each field at the top and bottom of the Invoice form must be completed and the invoice must be signed and dated by the person authorize to certify that the invoice is true, correct and complete and in accordance with the Contract.

Each invoice should have the amounts being billed for the current billing period ("This Invoice" columns) and the accumulated amount billed for this Contract to-date, including the current billing period ("Contract To-Date" columns). Please take special note that the two budgets – Budget by Contract Category and Budget by Task – must always equal.

Supporting documentation must be attached to the invoice for each line item being billed in the sequence such items appear in the Budget by Contract Category section. Each supporting document must be clearly labeled *and in the proper budget sequence* in order allow our audit of the invoice and its approval for payment. Failure to properly label or sequence the supporting documentation will cause a rejection of the invoice, so this is very important.

All invoices are to be submitted electronically (email) to: Trustee@mbmTrust.com.

If a Recipient has any questions whatsoever about invoicing procedures, please feel free to contact the Trust office at 361-200-1456 or write to Administrator@mbmTrust.com.

Effective Date: June 1, 2020

Invoice to Matagorda Bay Mitigation Trust

Date of Invoice:

Recipient Name: Calhoun County

Contract #: 095

Contract Amount: \$ 339,680.00

Payment Request No:

Billing Period This Invoice:

From To

Invoice Amount: \$

Is this a final payment application?

Y N

INVOICE RECAP*

BUDGET BY CONTRACT CATEGORY				BUDGET BY TASK			
Category	This Invoice	Contract To-Date	Total Budget	Task	This Invoice	Contract To-Date	Total Budget
Construction			284,680.00	N/A			
Consultants/Contractual			55,000.00				
Total			339,680.00				
*Please see invoicing instructions				Total			N/A

Remittance Address: 202 S. Ann Street, Suite A, Port Lavaca, Texas 77979

Name of Payment Contact Person and contact information: Commissioner Gary Reese

Certification: I certify that the amounts being invoiced are true, correct, and complete in every material respect.

Signature and Title of Authorized Representative

Date Signed

Print Name and Title of Authorized Representative

For Office Use Only

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Matagorda Bay Mitigation Trust
Poth, TX United States

Certificate Number:
2025-1263768

Date Filed:
02/03/2025

Date Acknowledged:
2/5/25 *DAV*

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Calhoun County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MBMT Contract 095
Calhoun County - King fisher Pier Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Raabe, Steven	Poth, TX United States	X	
	Aguirre, Robert	Pipe Creek, TX United States	X	
	Wood Boykin Wolters	Corpus Christi, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is [REDACTED], and my date of birth is [REDACTED]

My address is [REDACTED]
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Wilson County, State of Texas, on the 3rd day of Feb, 20 25
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

09

9. Consider and take necessary action on Matagorda Bay Mitigation Trust, Contract No. 096 – Calhoun County Extension Office Truck for Public Education on Waterbodies and Surrounding Ecosystems, and authorize Judge Lyssy to sign all documents. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese



MATAGORDA BAY MITIGATION TRUST

Steven J. Raabe, P.E., Trustee
P.O. Box 1269
Poth, Texas 78147-1269
Trustee@mbmTrust.com

February 3, 2025

Judge Vern Lyssy
Calhoun County
211 S. Ann St., Suite 301
Port Lavaca, TX 77979
Email: Vern.Lyssy@calhouncotx.org

Re: Calhoun County Extension Office Truck for Public Education on Waterbodies and Surrounding Ecosystems

Dear Judge Lyssy,

The Matagorda Bay Mitigation Trust (Trust) is pleased to inform you that your proposal titled "Calhoun County Extension Office Truck for Public Education on Waterbodies and Surrounding Ecosystems" has been selected for award.

The Trust received 60 proposals in response to the Request for Proposals issued on September 1, 2024 totaling \$27.3 million. The Trust has selected 30 projects totaling \$14.6 million for award.

I look forward to working with you and your organization on this exciting project.

This award is contingent on executing a contract between your organization and the Trust. I will be reaching out to you in the near future to finalize your contract.

Please let me know if you have any questions.

Sincerely,

Steven J. Raabe, P.E.
Trustee, Matagorda Bay Mitigation Trust

MATAGORDA BAY MITIGATION TRUST

CONTRACT COVER/SIGNATURE PAGE

TITLE OF CONTRACT No. 096: Calhoun County Extension Office Truck for Public Education on Waterbodies and Surrounding Ecosystems

This Contract is entered into by the Matagorda Bay Mitigation Trust (herein referred to as "the Trust") and the following named Recipient:

THE TRUST:

Matagorda Bay Mitigation Trust
P. O. Box 1269
Poth, Texas 78147-1269
Email: Trustee@mbmtrust.com
Contact Person: Steven J. Raabe, Trustee

RECIPIENT:

Calhoun County
211 S. Ann Street
Port Lavaca, Texas 77979
Email: vern.lyssy@calhouncotx.org
Contact Person: Judge Vern Lyssy

The Recipient ("Recipient") agrees to provide Mitigation Project Work and Services ("Mitigation Project") in compliance with this Contract ("Contract") and all applicable federal and state laws, regulations, and rules. In accordance with the General Terms & Conditions, it is understood and agreed by both parties hereto that the Trust's obligations under this Contract are contingent upon Recipient's compliance with this Contract and federal and state law regulations and rules. This Contract, which constitutes promised performances by the Recipient, consists of the following documents:

Contract (Cover Sheet/Signature Page)
General Terms and Conditions
Statement of Mitigation Project (Attachment A)
Budget (Attachment B)
Invoice Format (Attachment C)

The Recipient hereby acknowledges that it has read and understands this entire Contract. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein. The Recipient agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Trust is true and correct in all respects to the best of its knowledge and belief.

CONTRACT PERIOD: FROM: February 1, 2025 UNTIL: February 28, 2026

FUNDING: This Contract may not exceed \$64,427.00 ("funds").

APPROVED:

MATAGORDA BAY MITIGATION TRUST

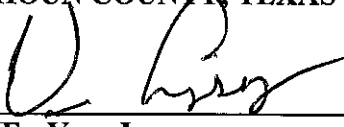
BY: 

NAME: Steven J. Raabe

TITLE: Trustee

DATE: February 3, 2025

CALHOUN COUNTY, TEXAS

BY: 

NAME: Vern Lyssy

TITLE: County Judge

DATE: 2-12-2025

GENERAL TERMS AND CONDITIONS

I. PARTIES

- A. Trustee of the Matagorda Bay Mitigation Trust herein referred to as "Trustee" or "Trust" as applicable and "Recipient," have made and entered into this Contract herein referred to as "Contract."
- B. Recipient represents and guarantees that it possesses the legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the work and services described on Attachment "A" comprising the Mitigation Project ("Mitigation Project"). The Recipient has obligated itself to perform under this Contract, including subsequent contract amendments or modifications. As may be applicable to Recipient, the Recipient shall comply with appropriate federal and state licensing or certification requirements.
- C. The persons signing this Contract on behalf of the parties hereto warrant that they are the duly authorized representatives authorized to execute this Contract and to validly bind their respective parties to all terms, conditions, performances and provisions herein set forth.

II. PURPOSE

This Contract sets forth the terms and conditions upon which the Trust agrees to provide funds ("funds") to the Recipient to perform the Mitigation Project.

III. RECIPIENT AS INDEPENDENT CONTRACTOR

- A. It is understood and agreed by both parties that the Trust is contracting with Recipient as an independent contractor and that Recipient is and shall be liable to its own employees and is responsible for its own risk of loss.
- B. The Recipient agrees to repay the Trust for all disallowed cost or other claims which may be declared by the Trustee occurring in connection with the Mitigation Project to be performed or administered by the Recipient under this Contract.
- C. Employees of Recipient are not employees or agents of the Trust. Employees of Recipient are subject to the exclusive control and supervision of Recipient and Recipient is solely responsible for employee payroll and claims arising therefrom.

IV. FUNDS

A. Funds and Payment Disbursements

1. Trust agrees to pay Recipient in accordance with the approved budget structure set forth in Attachment B and other provisions of this Contract and such payment shall not exceed the amount specified in the Contract Cover/Signature Page.
2. Recipient agrees that it shall not utilize funds for administration or overhead expenses in an amount that exceeds fifteen percent (15%) of the approved budgeted project salaries of Recipient. Recipient shall ensure salary amounts charged to the project are reasonable and solely for the project(s) identified.
3. Funds will be disbursed to Recipient as follows:
 - a. Mitigation Project Work Plan. The work plan for the execution of the Mitigation Project is described in Attachment A and includes the following:
 - i. Details regarding the specific work and services to be performed;
 - ii. A schedule of estimated time to perform each stage of the Mitigation Project;
 - iii. A budget to perform the Mitigation Project as shown in Attachment B; and
 - iv. Such other information requested by Trustee.
 - b. Invoicing. Upon completion of each stage of the Mitigation Project or as otherwise agreed, the Recipient shall electronically submit an invoice to the Trust with details about the work and services performed, the date(s) performed and a list of all expenditures in the format shown on Attachment C and such other information requested by the Trust. Trustee may approve payment of the invoice or upon review request additional information the Trustee deems necessary for clarification or other purposes prior to payment. Trustee may withhold payment until satisfied that the invoice represents accurately the contents therein. Prior to, during, or subsequent to approval of payment of invoices to Recipient, the Trustee shall have the right to conduct an audit or investigation regarding such invoices or other information provided by Recipient.
 - c. Progress Reports. Recipient shall provide Trust with a progress report with each invoice detailing the Mitigation Project activities performed to date together with a list of all expenditures with supporting documentation such as paid invoices, copies of subcontracts, reports maintained internally by Recipient, such reports to include information regarding potential issues that affect the Mitigation Project and reports submitted to Recipient's governing body and such other information requested by Trustee.

- d. Final Report. Recipient shall provide Trust with a final report detailing the Mitigation Project as completed which shall include copies of all reports maintained internally by Recipient, such reports to include information regarding the resolution of issues that affected the Mitigation Project and reports submitted to Recipient's governing body reflecting the completion of the Mitigation Project and such other information requested by Trustee.
 - e. Additional Reports. Recipient agrees to provide follow-up information and documentation to any report submitted to Trust as Trustee deems reasonable and necessary and such other information requested by Trustee from time to time.
- 4. Recipient agrees to return, refund, or repay to Trust any sum which Trustee determines represents an overpayment to Recipient or represents funds not used in accordance with the terms of this Contract. Trustee's determination of overpayment or funds not used in accordance with the terms of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.
 - 5. Trustee may withhold funds to Recipient if Trustee determines that Recipient has not complied with the terms of this Contract. Trustee's determination to withhold funds due to Recipient's failure to comply with the terms of the Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.
 - 6. Recipient agrees that it will not receive duplicate funds from another source for any of the items included in the budget set forth in Attachment B.
 - 7. Following Trustee's approval of the Final Report, any portion of the funds not expended or obligated in accordance with this Contract shall be returned to the Trust by Recipient.
 - 8. This Contract shall not be construed as creating any future financial obligation or debt of or on behalf of Trust. It is understood and agreed that funds may be provided to Recipient only from funds allocated for this Mitigation Project which shall be distributed subject to compliance with this Contract and upon such timing as deemed reasonable by the Trustee.

V. RECORDS MANAGEMENT

- A. Recipient shall maintain all books, records, documents, papers, and other evidence related to Mitigation Project implementation, including financial records, reports maintained internally by Recipient and reports submitted to Recipient's governing body, and Mitigation Project performance information, in accordance with generally accepted business and accounting practices, consistently applied. Recipient shall also maintain the financial data used in the preparation of support for any cost (direct and indirect) information or analysis for the Contract or for any

negotiated subcontract. Recipient shall also maintain a copy of any negotiated subcontract. Recipient shall also maintain a copy of any cost information or analysis submitted to Trustee. Recipient agrees to the disclosure and access of Trustee, or any authorized representative of Trustee to all such books, records, documents, papers, and other evidence for the purposes of review, inspection, audit, excerpts, transcriptions and copying during normal business hours.

- B. Recipient understands that acceptance of funds under this Contract acts as acceptance of the authority of the Trustee or his authorized representative, to conduct an audit or investigation in connection with those funds. Recipient further agrees to fully cooperate with the Trustee, or his authorized representative in the conduct of the audit or investigation, including providing all records requested. Recipient shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- C. Recipient shall maintain such records and be subject to these audit requirements during the performance under this Contract for a period of five years after Trustee provides written approval of the Final Report. However, if Recipient is aware of any litigation, claim, negotiation, audit, cost recovery or other action, including actions concerning costs of items to which an audit exception has been taken, relating to the Mitigation Project that started before the expiration of the five-year record retention period, Recipient shall maintain all records and be subject to such audit requirements until completion of the action or resolution of all issues which arise from any litigation, claim, negotiation, audit, cost recovery or other action, or until the end of the five-year record retention period, whichever is later. The Trustee will have access to records at any reasonable time for as long as the records are maintained by Recipient. Recipient agrees to transfer records in its custody to Trustee upon his request. This paragraph survives termination of this Contract.
- D. Failure to comply with all records management and reporting requirements of this Contract shall constitute an event of potential default more fully described in Section XIV hereinafter.

VI. FINANCIAL MANAGEMENT

Recipient shall have a financial management or accounting system which accounts for costs in accordance with generally accepted accounting standards and principles. Recipient shall allow Trustee's review of the adequacy of the financial management system. Failure to maintain the financial accounting requirements shall constitute an event of potential default more fully described in Section XIV hereinafter. The accounting requirements shall include:

- A. Provide for the identification of costs in accordance with the approved project budget (Attachment B) and segregation of Mitigation Project costs between the budget categories;

- B. Maintain records which adequately identify the source and application of funds provided under this Contract. Such records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
- C. Provide internal control by maintaining effective control and accountability for all cash, real and personal property and other assets paid for under this Contract. All such property acquired with Project funds must be adequately safeguarded and used solely for authorized purposes;
- D. Provide budget control by comparing outlays and expenditures with budgeted amounts for the funds provided by the Trust both by category and by task as shown in Attachment C;
- E. Support accounting records with source documentation, including cancelled checks, paid invoices, payrolls, time and attendance records, and subcontract documents;
- F. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of this Contract or applicable statutes; and
- G. Permit preparation of reports required by this Contract or requested by Trustee.

VII. SUBCONTRACTORS

- A. Recipient may subcontract all or any portion of the Mitigation Project for purposes of this Contract.
- B. Recipient shall be responsible for all acts and omissions of all subcontractors performing or furnishing any portion of the Mitigation Project under a direct or indirect contract with Recipient to the extent provided under applicable laws and regulations. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between Trust and any such subcontractor, nor shall it create any obligation on the part of Trust to pay or to see to the payment of any money due to any such subcontractor.
- C. Recipient shall be solely responsible for scheduling and coordinating the work of subcontractors performing or furnishing any portion of the Project under a direct or indirect contract with Recipient. Recipient shall require all subcontractors performing or furnishing any portion of the Project who desire to communicate with Trustee to communicate through Recipient with Trustee.
- D. All work performed for Recipient by a subcontractor shall be pursuant to an appropriate written contract between Recipient and the subcontractor which is not inconsistent with the terms and conditions of this Contract. Each subcontractor

shall be provided a copy of this Contract prior to initiating any portion of the Project.

VIII. PUBLICATIONS, NEWS RELEASES, AND OTHER PUBLIC ANNOUNCEMENTS

All public reports, news releases, other publicity, and other materials prepared for publication pursuant to or as a result of this Contract shall acknowledge the Matagorda Bay Mitigation Trust as the funding source. Public reports or other publications, news releases, and other publicity issued by Recipient about the Mitigation Project shall be provided to Trustee.

IX. RIGHTS IN DATA AND OTHER MATERIALS

- A. Recipient and the Trust agree that any data collected as a result of this Contract shall be jointly owned by Recipient and the Trust. Recipient and Trust agree that each shall have complete and unlimited access and use to all data collected as a result of this Contract. Further, at the termination of the Trust, or at such other time deemed appropriate by Trustee, the Trustee has the right, but not the obligation to transfer any interest in the data to Recipient.
- B. Recipient shall act to ensure all subcontractors used for this Mitigation Project are advised of the rights in data and other materials described herein and that the subcontractors are prohibited from asserting any rights at common law or in equity or otherwise seeking to establish any claim to statutory copyright in any data, material or information developed under this Contract.
- C. Recipient and the Trust agree that in addition to the joint ownership by Recipient and the Trust of any data collected as a result of this Contract, that in the event any invention or intellectual property is created as a result of this Contract in which the Recipient retains title, Trust shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world. Materials developed as a result of this Contract will be made available to the Trustee in written and electronic formats upon request under the non-exclusive, nontransferable, irrevocable, paid-up license.
- D. The Recipient has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Recipient's obligations to the Trust under this Contract. If a subcontractor refuses to accept terms affording the Trust's such rights, the Recipient shall promptly bring such refusal to the attention of the Trustee.
- E. Recipient shall place a section in all subcontractor contracts that complies with Section IX.

X. AGREEMENT TO HOLD HARMLESS AND INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION TO THE EXTENT ARISING FROM THE MISCONDUCT, NEGLIGENCE, OMISSIONS, OR RECKLESS ACTS OF RECIPIENT OR ITS EMPLOYEES, OFFICERS, OFFICIALS OR AGENTS OR ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR WORK BY RECIPIENT UNDER THIS CONTRACT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS CONTRACT.
- B. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE RECIPIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TRUST, TRUSTEE AND AGENTS, EMPLOYEES, CONSULTANTS, ACCOUNTANTS, ATTORNEYS AND OTHER PROFESSIONALS AND REPRESENTATIVES ENGAGED OR EMPLOYED BY THE TRUST TO THE FULL EXTENT PERMITTED UNDER FEDERAL AND STATE LAW FROM ANY AND ALL CLAIMS AND LOSSES ACCRUING OR RESULTING TO RECIPIENT AND TO ANY AND ALL SUBCONTRACTS, MATERIALS, PERSONS, LABORERS AND AN OTHER PERSONS, FIRMS OR CORPORATION, FURNISHING OR SUPPLYING WORK, SERVICES, MATERIALS, OR SUPPLIES IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT.

XI. CONFLICT OF INTEREST

- A. Recipient shall maintain an internal policy regarding conflicts of interest and shall adhere to said policy with respect to any potential or actual organizational or personal conflict of interest between Recipient and its employees or any

subcontractor with respect to this Contract. Further, such internal policy shall include a prohibition that funds received by Recipient from the Trust shall not be used to pay, reimburse or otherwise give in any manner or for any purpose to the Plaintiffs and Defendants in Cause No. 6-17-CV-00047, In San Antonio Bay Estuarine Waterkeeper and S. Diane Wilson vs. Formosa Plastics Corp., Texas, and Formosa Plastics, Corp., U.S.A., in the United States District Court for the Southern District of Texas, Victoria Division.

- B. Recipient shall notify Trustee regarding any potential or actual organization or personal conflict of interest involving Recipient's employees or subcontractors and shall keep the Trustee informed regarding any actions taken or decisions made in connection with such employee or subcontractor. In the event that the organizational or personal conflicts of interest does not become known until after performance on the Contract begins, Recipient shall notify Trustee of the conflict and any action taken as soon as Recipient becomes aware of the conflict.
- C. Trustee has sole discretion to make the final determination as to whether an organizational or personal conflict of interest exists, and if the conflict of interest requires action beyond the action taken by Recipient, whatever action that may be. Trustee may request Recipient to terminate any subcontractor in whole or in part, if Trustee deems such termination necessary to avoid an organizational or personal conflict of interest.
- D. If Recipient was aware of an actual organizational or personal conflict of interest prior to award or discovered an actual conflict afterward and did not disclose it or misrepresented relevant information to Trust, Trustee, at his sole discretion, may terminate this Contract for default or pursue such other remedies as may be permitted by law or this Contract.
- E. Recipient shall place a section in all subcontractor contracts that complies with Section XI.

XII. VENUE

Recipient acknowledges and agrees that this Contract is being performed in Calhoun County, Texas. Recipient agrees that any permissible cause of action involving this Contract arises solely in Calhoun County.

XIII. ENTIRE AGREEMENT

This Contract constitutes the entire and full agreement between the Recipient and the Trust, and all previous oral or written agreements relating to the subject matter of this Contract between the Trust and Recipient have been superseded, reduced to written form, and are incorporated herein.

Recipient and Trust expressly agree and understand that all future, oral agreements, representations or modifications shall not have any legal binding effect unless and until reduced to writing and executed by both Recipient and Trustee, except for amendments by operation of law as provided in Section XVII in this Contract.

XIV. DEFAULT AND REMEDIES

- A. Recipient shall be considered in default under this Contract if any one or more of the following events occur, provided that Recipient has received written notice of such potential default from Trustee and has failed to cure the potential default within thirty days from the date of said notice. If Recipient has begun a good faith effort to cure the potential default within the thirty-day period, Recipient may be allowed additional time, if deemed reasonable by Trustee in his sole discretion, as needed to cure the potential default.
- B. Event of Potential Default. Trustee will, in his sole discretion, determine if an Event of Potential Default exists. Each of the following shall constitute an Event of Potential Default under this Contract:
1. If Recipient makes an assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors.
 2. If at any time Recipient knowingly, negligently, or intentionally makes any representation to Trustee which is incorrect in any material respect.
 3. If Recipient knowingly, negligently, or intentionally submits any request for payment to Trust which is incorrect in any material respect.
 4. If Recipient knowingly, negligently, or intentionally submits any report or certification to Trust related to the Mitigation Project which is incorrect in any material respect.
 5. If Recipient utilizes funds which Trustee determines represents an overpayment to Recipient or represents funds not used in strict accordance with the terms of this Contract.
 6. If Recipient fails to perform the Mitigation Project described on Attachment A in any material aspect.
 7. If Recipient fails to comply with the reporting and invoicing requirements under this Contract.
 8. If Recipient fails to maintain the records management requirements under this Contract.
 9. If Recipient fails to maintain the financial accounting requirements under this Contract.

10. If Recipient fails to maintain the insurance requirements under this Contract.

11. If Recipient fails to comply with any term or provision contained in this Contract.

- C. Remedies. Upon the occurrence of any such Event of Potential Default and failure of Recipient to cure such potential default as provided above, Trustee may declare Recipient in default in writing and may, as Trustee determines appropriate, withhold payments to Recipient or require Recipient to return, refund or repay any payments received prior or subsequent to the event of default. In addition, Trustee may terminate this Contract and avail himself of any appropriate legal remedies, including recovery of attorney's fees and expenses incurred in enforcing any such legal remedies, if so awarded by a court of competent jurisdiction.
- D. No Waiver. A waiver of any Event of Potential Default shall not be considered a waiver of any other or subsequent Event of Potential Default, and any delay or omission in the exercise or enforcement of the rights and powers of Trust shall not be construed as a waiver of any rights or powers.

XV. USE OF FUNDS AND LIMITATIONS ON EXPENDITURES

Funds distributed or allocated to Recipient under this Contract, or any modification thereto, shall not be used to support other programs operated by the Recipient under a different contract. Nor can such funds be carried over to a new contract or amended contract without the written permission of the Trustee.

XVI. LIMITATION ON LIABILITY

The Recipient understands and agrees that the Trust shall not be liable for expenditures made in violation of terms of this Contract, any laws, regulations, rules, or policies, or any other laws or regulations applicable to the Mitigation Project performed under this Contract. The Recipient also agrees that the Trust shall not be liable for any cost incurred by Recipient which exceeds the funding amount provided hereinabove. The Recipient shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a subcontractor of the Recipient.

XVII. AMENDMENTS BY OPERATION OF LAW

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal law, State law, by regulations, are automatically incorporated into this Contract as if set forth fully, without written amendment hereto, and shall become effective on the effective date designated by such law, regulation, or policy.

XVIII. COMPLIANCE WITH LAW.

Recipient covenants and agrees to comply with all applicable Federal, State and local laws, and all applicable Federal and State regulations. Recipient shall also be responsible to ensure that its' subcontractors shall comply with applicable Federal, State and local laws, and all applicable Federal and State regulations.

XIX. PATENT INDEMNITY

The Recipient shall include a provision in all of its contracts with contractors and subcontractors that the contractor and subcontractor will indemnify the Trustee, the Trust and its consultants, agents, attorneys, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. §181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract, or out of the use or disposal by or for the account of the Trust of such supplies or construction work.

XX. DISCLOSURE OF INTEREST

Recipient represents and warrants that the Trustee, the Trust or its' consultants, agents or attorneys have no ownership or beneficial interest of any kind in Recipient or Recipient's subcontractors. Further, Recipient shall ensure subcontractor's compliance with Section XX.

XXI. SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Contract shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Contract for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose, so long as the invalidated matter does not substantially deprive a party of the benefit of this Contract.

XXII. INSURANCE

Recipient shall maintain during the term of this Contract and shall provide Trustee with proof of insurance in amounts sufficient to cover the Recipient's liability subject to applicable constitutional and statutory limitations of liability.

1. The Trust shall not be responsible for the payment of premiums or assessments on such policies.
2. Proof of insurance showing such coverages as required herein shall be submitted to Trustee within 20 days of contract execution.
3. In the event any insurance policy as specified herein is cancelled or in the event Recipient fails to maintain the minimum insurance limits as specified herein or in the event recipient fails to provide certificates of insurance, such event shall constitute an event of potential default more fully described in Section XIV hereinabove.

XXIII. ASSIGNMENT

This Contract shall be binding on and inure to the benefit of the Trust and Recipient and their respective successors and permitted assigns. This Contract may not be assigned by Recipient without the prior written consent of the Trustee.

XXIV. NOTICES/COMMUNICATIONS

All notices, communications, and requests given to or made upon the Trust and Recipient hereto shall, except as otherwise specified herein, be in writing and shall be delivered or mailed to such party at the notice addresses specified on the Contract Cover/Signature Page. The Trust and Recipient may change their notice addresses but shall provide immediate notice to the other and shall provide such notice in writing to the other party.

XXV. DISPUTES

In the event a Recipient has a dispute with the Trust or in the event any Recipient seeks to file a claim or lawsuit, the Recipient's sole recourse shall be by informal dispute resolution between the Recipient and the Trust and if such informal dispute resolution is not resolved, then the Recipient may seek the alternative dispute resolution as provided herein. The alternative dispute resolution process shall consist of a Mediated Settlement Conference in Calhoun County, to be conducted with the Recipient and the Trust and their legal counsel. The mediator shall be selected by agreement of the Recipient and the Trustee. Should the parties fail to agree on a mediator, an attorney mediator shall be selected by the Director of Calhoun County Dispute Resolution Services. The decision made by a Mediator shall be binding on the Recipient and the Trust, and there shall be no further appeal but the decision shall be enforced, if necessary, by the District Court of Calhoun County. The Recipient agrees to submit to such binding alternative dispute resolution as provided herein. Further, Recipient's sole remedy under the informal dispute resolution and under the binding alternative dispute resolution shall be limited to all, none or part of the remaining balance, if any, of Funds allocated to it under the terms of this Contract with the Trust; however, the Trust may recoup any Funds distributed to the Recipient through the same alternative dispute resolution procedure described herein. Any remedy under the mediation shall be sole province of the Mediator unless the Recipient and Trustee agree otherwise. In no event shall a Recipient be entitled to any other remedy; including, but not

limited to, actual damages, compensatory damages, punitive damages, exemplary damages, interest, costs of court, actual expenses and attorneys' fees. These procedures shall be binding on Recipients notwithstanding any conflict with any law or regulation.

XXVI. PERIOD OF CONTRACT

This Contract will remain in effect until the termination of the CONTRACT PERIOD as defined above, unless extended, modified, or terminated by written agreement of the Parties or terminated as provided herein with the exception of the five-year records retention provision in Section V. This provision shall survive termination of this Contract.

END OF TERMS AND CONDITIONS

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT A
STATEMENT OF MITIGATION PROJECT*

Calhoun County, Texas ("Recipient")
211 S. Ann Street
Port Lavaca, Texas 77979

Calhoun County Extension Office Truck for Public Education on Waterbodies and Surrounding Ecosystems

The Calhoun County Extension Office will purchase a truck for use to haul kayaks, the stream trailer, and transport educational equipment to field educational programs. The primary job of the Calhoun County Extension Agents is to provide public education. They educate the public and provide hands-on learning experiences on the waterbodies, ecosystems, and natural resources for the Calhoun County YMCA, CCISD, and Calhoun County 4-H. They also work with Extension Agents and Educators in surrounding counties to bring this equipment to them so more of the public can learn why it is important to take care of our natural resources.

Calhoun County is requesting these funds to replace a used County Extension Office 4WD truck that has 147,000 miles on it. The Extension Office uses the truck to haul kayaks and transport educational equipment to field educational programs. Our truck has transported equipment and provided hands-on educational field programming for the following Matagorda Bay Mitigation Trust Projects: Contracts #001, #005, #023, #032, and #036. We have also taken youth to Green Lake Park, and Turtle Bay Aquaculture (#027) on field trips. The 4WD truck is used to pull a custom trailer that is designed to transport Calhoun County Independent School District students down a levee system at the CCISD Tejano Wetlands for an educational trailer tour of the wetlands. This gives the students the chance to see wetlands up close, and it gives students with physical disabilities an opportunity to be in a wetland environment so they can have the same learning experience as all the other students. The Calhoun County Extension Office has provided this wetland educational program for every 3rd, 5th, 7th and 8th grade student in CCISD for the past 5 years. This truck should be able to be used for educational programming for at least 10 years.

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT B
BUDGET*

Calhoun County ("Recipient")
211 S. Ann Street
Port Lavaca, Texas 77979

Contract Budget

Equipment \$ 64,427.00

Total Contract Budget \$ 64,427.00

RECIPIENT WILL SUBMIT INVOICES TO TRUST (mark appropriate option):

 X Monthly

OR

 Quarterly

Matagorda Bay Mitigation Trust ("Trust")
ATTACHMENT C
INVOICING INSTRUCTIONS

Below are the instructions on how to complete and submit your invoice. All invoices must be submitted electronically. You do not need to submit a hard copy unless specifically requested to do so. Invoices that don't balance or that lack proper supporting documentation will be delayed, so please ensure that your invoice is in order prior to submission.

The Recipient's Contract includes the budget and invoice form (Attachment C). The Contract's budget is tracked in two ways: Budget by Contract Category and Budget by Task.

Each invoice submitted for payment must track the project costs in compliance with the Recipient's Contract as outlined in Attachment C.

Each field at the top and bottom of the Invoice form must be completed and the invoice must be signed and dated by the person authorize to certify that the invoice is true, correct and complete and in accordance with the Contract.

Each invoice should have the amounts being billed for the current billing period ("This Invoice" columns) and the accumulated amount billed for this Contract to-date, including the current billing period ("Contract To-Date" columns). Please take special note that the two budgets – Budget by Contract Category and Budget by Task – must always equal.

Supporting documentation must be attached to the invoice for each line item being billed in the sequence such items appear in the Budget by Contract Category section. Each supporting document must be clearly labeled *and in the proper budget sequence* in order allow our audit of the invoice and its approval for payment. Failure to properly label or sequence the supporting documentation will cause a rejection of the invoice, so this is very important.

All invoices are to be submitted electronically (email) to: Trustee@mbmTrust.com.

If a Recipient has any questions whatsoever about invoicing procedures, please feel free to contact the Trust office at 361-200-1456 or write to Administrator@mbmTrust.com.

Effective Date: June 1, 2020

Invoice to Matagorda Bay Mitigation Trust

Date of Invoice:

Recipient Name: Calhoun County

Contract #: 096

Contract Amount: \$ 64,427.00

Payment Request No:

Billing Period This Invoice:

From To

Invoice Amount: \$

Is this a final payment application?

Y N

INVOICE RECAP*

BUDGET BY CONTRACT CATEGORY				BUDGET BY TASK			
Category	This Invoice	Contract To-Date	Total Budget	Task	This Invoice	Contract To-Date	Total Budget
Equipment			64,427.00	N/A			
Total			64,427.00				
*Please see Invoicing instructions				Total			N/A

Remittance Address: 202 S. Ann Street, Suite A, Port Lavaca, Texas 77979

Name of Payment Contact Person and contact information: County Judge Vern Lyssy

Certification: I certify that the amounts being invoiced are true, correct, and complete in every material respect.

Signature and Title of Authorized Representative

Date Signed

Print Name and Title of Authorized Representative

For Office Use Only

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Matagorda Bay Mitigation Trust
Poth, TX United States

Certificate Number:
2025-1263772

Date Filed:
02/03/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Calhoun County

Date Acknowledged:

2/5/25

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MBMT Contract 096
Calhoun County Extension Truck

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Raabe, Steven	Poth, TX United States	X	
	Aguirre, Robert	Pipe Creek, TX United States	X	
	Wood Boykin Wolters	Corpus Christi, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steven J. Raabe and my date of birth is [REDACTED]

My address is Po Box 1269 Poth TX 78147 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Wilson County, State of Texas, on the 3rd day of Feb, 2025.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

10

10. Consider and take necessary action on the following FY 2025 Interlocal Agreements and authorize payment of purchase orders and authorize Judge Lyssy to sign all documents.

(a) City of Port Lavaca – Fire Protection	\$252,216.80
(b) Crimestoppers	\$1,000.00

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

AGREEMENT
between
CALHOUN COUNTY
and
CALHOUN COUNTY CRIMESTOPPERS

STATE OF TEXAS

COUNTY OF CALHOUN

WHEREAS, Calhoun County, hereinafter *COUNTY*, a political subdivision of the State of Texas, has determined that the expenditure of county funds proposed herein is one which serves a public purpose and has further determined that the State of Texas, by its Constitution or by its state statutes, either implicitly or explicitly, has conferred upon *COUNTY* the authority, the power and the jurisdiction to accomplish the uses for said funds as proposed herein, *infra*. Having found the above elements fully satisfied, *COUNTY* may contract with a private nonprofit corporation so that they may use said public funds for the purposes contemplated herein, but only if the expenditure is to accomplish "county business" (which encompasses matters of general concern to county residents) and only if *COUNTY* assures itself that the funds to be transferred by this contract are subject to adequate contractual or other controls to ensure that expenditure of said county funds for the public purpose stated herein will be accomplished and so long as *COUNTY* received adequate consideration for the county funds to be provided by this contract.

WHEREAS, CALHOUN COUNTY CRIMESTOPPERS, hereinafter referred to as CRIMESTOPPERS is engaged in providing services to Law Enforcement, offering rewards for information helpful to Law Enforcement personnel. CRIMESTOPPERS is thereby providing for the betterment of Calhoun County, and desires to enter into such a contract for the provision of certain services for the *COUNTY*; said services being considered by both parties to this contract as fair consideration from CRIMESTOPPERS to *COUNTY* in exchange for the funds transferred hereby.

IT IS THEREFORE AGREED THAT:

1. Payment by County: In consideration that the services described below to the residents of *COUNTY*, CALHOUN COUNTY CRIMESTOPPERS shall be entitled to a sum not to exceed \$1,000.00 per annum. Such amount shall be disbursed by *COUNTY* to CRIMESTOPPERS after January 1, 2025, upon written request for CRIMESTOPPERS.

2. Bond: The County will require documentation of a Surety Bond, with adequate limits to be determined individually, depending on exposure.

3. Services: CALHOUN COUNTY CRIMESTOPPERS, hereinafter referred to as CRIMESTOPPERS is engaged in providing services to Law Enforcement, offering rewards for information helpful to Law Enforcement personnel.

4. **Term:** The Term of this contract is to begin on January 1, 2025 and end on December 31, 2025 unless earlier terminated by either party on thirty-days written notice.

5. **Effectiveness:** This contract is effective upon approval by Order of the Calhoun County Commissioners' Court.

6. **Relationship:** The parties hereby agree that this is a contract for the administration of the Program and hereby renounce the existence of any other relationship. In no event shall COUNTY have any obligation or liability whatsoever with respect to any debts, obligations or liability of CALHOUN COUNTY CRIMESTOPPERS, and CRIMESTOPPERS shall have no authority to bind COUNTY to any contract, matter or obligation. No duties of COUNTY are delegated to CALHOUN COUNTY CRIMESTOPPERS by this contract and any provision which is or may be held to be such a delegation shall be of no force or effect.

7. **Modification; Termination:** This contract may be amended, modified, terminated or released only by written instrument executed by COUNTY and CALHOUN COUNTY CRIMESTOPPERS, except as herein otherwise provided.

CALHOUN COUNTY

By: [Signature]
Date: 2-17-2025

CALHOUN COUNTY
CRIMESTOPPERS

By: [Signature]
Date: February 6, 2025

NOTICES

COUNTY:

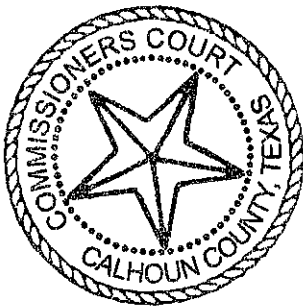
CALHOUN COUNTY CRIMESTOPPERS

Calhoun County Judge
211 S. Ann Street, Suite 301
Port Lavaca, Texas 77979

Attn: Susan Riley, President
80 West Meadowlark Drive
Port Lavaca TX 77979

CLERK'S CERTIFICATION

I, Anna Goodman, County Clerk of Calhoun County, Texas, certify that the above contract was accepted and agreed to by the Commissioners' Court of Calhoun County on February 12, 2025.



By: Kaddie Smith
Deputy Clerk

Date: 02/12/25

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1266736

Date Filed:
02/08/2025

Date Acknowledged:
2/10/25 *Dr*

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Calhoun County Crimestoppers
Port Lavaca, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Calhoun County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

02062025

Provide Law Enforcement with tips to help investigate and prosecute crimes in Calhoun County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Susan Riley, and my date of birth is 09/27/1957.

My address is 80 W Meadowlark Dr, Port Lavaca, TX, 77979, Calhoun
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Calhoun County, State of Texas, on the 8 day of Feb, 2025.
(month) (year)

Susan Riley
Signature of authorized agent of contracting business entity
(Declarant)

11

11. Consider and take necessary action for Emergency Management to enter into an agreement #3117560 with Great America Financial Services Corporation for the rental of a new Kyocera 358ci copier and allow the County Judge to sign all documents. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Calhoun County Emergency Management

211 South Ann Street, Suite 301
Port Lavaca, TX 77979-4249
Phone: 361-553-4400/Fax: 361-553-4444
e-mail: ladonna.thigpen@calhouncotx.org

February 4, 2025

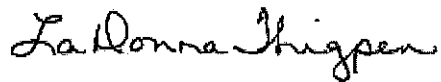
Commissioner's Court

RE: Agenda Item

Please place the following request on the Commissioners' Court agenda for 2-12-25.

"Consider and take necessary action to enter into an agreement #3117560 with Great America Financial Services Corporation for the rental of a new Kyocera 358ci copier and allow the County Judge to sign all documents."

Thank you,

A handwritten signature in cursive script that reads "LaDonna Thigpen".

LaDonna Thigpen



625 First Street SE, Suite 800
Cedar Rapids, IA 52401
Toll Free 844-360-3875

January 29, 2025

County of Calhoun DBA Treasurer
211 S Ann St
Port Lavaca, Texas 77979-4203

Re: Agreement No. 3117560 (the "Agreement")

To Whom It May Concern:

We understand that you are contemplating entering into an agreement with GreatAmerica for the rental of certain office equipment ("Equipment") and that you desire to have GreatAmerica sign the Agreement before delivery and the installation of the Equipment. Ordinarily, we do not sign agreements until after the customer has signed the document(s) and after we have confirmed with the customer that the Equipment has been delivered and is installed satisfactorily. However, you have a strong desire that we sign the Agreement prior to installation, and we are okay with that; provided that you understand that the Agreement will not become binding until we confirm your unconditional acceptance of the installed Equipment either by telephone verification with you or by receipt of a signed delivery and acceptance certificate in a form acceptable to us.

Accordingly, enclosed please find two copies of the Agreement bearing our original signature, one of which has a legend in the margin that states as follows: "This is a copy. This is a copy view of the authoritative copy held by the designated custodian." You may keep the copy with that legend on it. The other copy will be our original. You will need to sign our original and return it to us before we can fund your transaction.

If you have any questions, feel free to contact us.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Lanny Wilkerson", followed by a horizontal line.

Lanny Wilkerson
Documentation Specialist II, Southwest Team
lwilkerson@greatamerica.com
www.greatamerica.com

CUSTOMER KEEP

AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO BOX 660831, DALLAS TX 75266-0831

AGREEMENT NO.: 3117560

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Calhoun, County of

ADDRESS: 201 West Austin, Suite 301

Port Lavaca TX 77979

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Dewitt Poth & Son

Yoakum, TX

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

1 Kyocera 358ci

EQUIPMENT LOCATION: Calhoun County Judge Office

(*PLUS TAX)

TERM IN MONTHS: 63

MONTHLY PAYMENT AMOUNT: \$179.00

PURCHASE OPTION: Fair Market Value

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may dispose or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Any change must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER ("WE", "US", "OUR")

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation

CUSTOMER: (As Stated Above)

SIGNATURE: [Signature] DATE: 1/30/25

SIGNATURE: [Signature] DATE: 2-12-2025

PRINT NAME & TITLE: LARRY WILKINSON, DOC SECRETARY

PRINT NAME & TITLE: [Signature]

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE:



Amendment

THIS IS A COPY. THIS IS A COPY VIEW OF THE AUTHORITY COPY HELD BY THE DESIGNATED CUSTODIAN.

This Amendment amends that certain agreement by and between GreatAmerica Financial Services Corporation ("Owner") and Calhoun, County of ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 3117560 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

The Section entitled INSURANCE is hereby deleted in its entirety and replaced with the following:

"You Agree: (a) to keep the Equipment fully insured against loss at its replacement cost; and (b) to maintain comprehensive public liability insurance."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Owner.

GreatAmerica Financial Services Corporation

Owner

By:

Signature

LANNY WILKERSON, DOCS SPECIALIST

Print Name & Title

Date Accepted:

1/30/25

Calhoun, County of

Customer

By: X

Signature

County Judge

Print Name & Title

Date:

2-12-2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dewitt Poth & Son, LLC
Yoakum, TX United States

Certificate Number:
2025-1265019

Date Filed:
02/05/2025

Date Acknowledged:

2/18/25 [Signature]

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Calhoun County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1936246
3117560 Copier and Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Brandon Lowe, and my date of birth is [Redacted]

My address is [Redacted] (street) [Redacted] (city) [Redacted] (state) [Redacted] (zip code) USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in De Witt County, State of Texas on the 15th day of Feb. 2025
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

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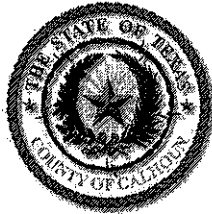
12. Discuss and take necessary action to allow Ronald Best to sign for an aerobic septic system service contract for Calhoun County Airport with Silverback Septic Solutions. (RB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Ronald Best

Calhoun County Commissioner, Precinct #2

5812 FM 1090 N
Port Lavaca, TX 77979



(361)552-9656
ronny.best@calhouncotx.org

February 3, 2025

Honorable Vern Lyssy
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Lyssy:

Please place the following item on the next Commissioners' Court Agenda

- Discuss and take necessary action to allow Ronald Best to sign for an aerobic septic system service contract for Calhoun County Airport with Silverback Septic Solutions.

Sincerely,

A handwritten signature in cursive script that reads "Ronald Best".

Ronald Best

RB/lj

Silverback Septic Solutions
PO BOX 751
El Campo, TX 77437



Phone: (979) 275-1515

Date Printed: 1/14/2025

www.silverbackseptic.com info@silverbackseptic.com

Customer ID: 1251

Calhoun County Airport
5812 Fm 1090 N
Port Lavaca, TX 77979

4876 FM 3084, Port Lavaca, TX 77979
County: Calhoun

Main: (361) 552-9656

Installed by: Geigle Utilities
Contract with: Silverback Septic Solutions
Treatment Type: Aerobic With Chlorine / Disposal;
MFG: / Brand: Pro Flo / SH:
Disinfectant: Chlorine

Contract Period

2/20/2025

through

2/20/2026

Permit #: 2023-35

Agency: Victoria County Public Health Department
3 visits per year - one every 4 months

Dear Customer,

This Letter is to inform you that your SERVICE contract for your aerobic septic system is due to expire on the above date. Please sign and return your contract to Silverback Septic Solutions with your payment due 30 days prior to the above date. A completed contract will be sent to the authorizing agency. The renewed contract is due to the authorizing agency thirty days prior to the expiration of the current contract.

NOTE: Silverback Septic Solutions does not report contract expiration to the county agency. However, we are required to forward your renewed maintenance contract to them. If the agency does not receive a renewed maintenance contract from Silverback Septic Solutions or another licensed maintenance provider, you will be contacted by the county agency.

This is to Certify that the above sewage system has a RENEWED inspections agreement per Texas Commission on Environmental Quality (TCEQ) standards for onsite sewage facilities as required. Inspection reports by the above service company will be filed with the authorized agency as required by the TCEQ regulations. A weather proof tag or label will be attached to the controller showing the month that each inspection was made. Three(3) inspections per year (at least one every 4 months).

Items included on the Inspection Report generally include aerators, filters, irrigation pump, air compressor, disinfection device, chlorine supply, OK system light, spray field vegetation, probe, sprinkler or drip backwash. The filter will be cleaned at each visit. This agreement does not include the cost of repairs or pumping out the septic system. Silverback Septic Solutions will visit your site within 72 hours of you notifying us of a problem. (Weekends & Holidays excluded)

Best,
Rodney Blocker

Please check your preference and include the payment with the signed contract:
☒ 330.00 service contract no chlorine provided (owner must add chlorine)
☐ 415.00 service contract with chlorine provided by Silverback Septic

Ronald Best
Owner signature

Date 2-12-2025

Rodney Blocker
Silverback Septic Solutions

Date

PLEASE UPDATE

Primary phone/cell 361-552-9656

Email lesa.jurek@calhouncotx.org

Gate code Pets/animals if yes, special instructions?

1 of 1

Version V4.1.0.5dd2ace2

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13. Consider and take necessary action for Calhoun County Building Maintenance to renew the contract with CFI Mechanical, Inc. to provide (3) Quarterly and (1) Annual inspection and for maintenance on chillers and pumps and allow County Judge to sign all documents. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese



CFI MECHANICAL, INC.

6109 Brittmoore • Houston, TX 77041

Phone: (832) 467-8200 • Fax: (832) 467-8203

HIGH PERFORMANCE PLANNED SERVICE AGREEMENT

PREPARED FOR

**Calhoun County
211 S. Ann
Port Lavaca, TX 77979**

PROPOSED BY

**CFI Mechanical, Inc.
6109 Brittmoore Road
Houston, Texas 77041**

**Matt Solomon
mattsolomon@cfimechanical.com
281-387-1115**

Equipment Location

**211 S. Ann
Port Lavaca, TX 77979**

Effective Contract Date:

3/15/25 – 3/14/26



CFI MECHANICAL, INC.

6109 Brittmoore • Houston, TX 77041

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AGREEMENT

AIR CONDITIONING, HEATING AND VENTILATION SCHEDULED MAINTENANCE

CFI Mechanical will provide complete maintenance services for the equipment listed under **Schedule A: Covered Equipment**. All work will be performed during normal working hours unless otherwise indicated in the terms of this Agreement.

CFI Mechanical will utilize specifically trained personnel familiar with both systems and equipment shown. The tasks outlined in the maintenance schedules will be performed in accordance with the guidelines set forth by the equipment manufacturer. A detailed report shall be completed and submitted to the Owner or representative after each inspection.

Operating instructions shall be provided on applicable equipment during the scheduled inspections to accomplish the proper maintenance. Recommendations, if any, should be considered to reduce overall operating costs and/or improve operating equipment performance. Unscheduled and Emergency Service shall be provided as a supplemental service. Operating equipment shutdown, required for the performance of routine inspection and maintenance, shall be held to minimal periods of time. Shutting down critical systems shall be scheduled with the advanced knowledge and approval of the owner.

SCOPE OF SERVICES PROVIDED:

MECHANICAL SERVICES SCHEDULED MAINTENANCE (PSA)

TYPE OF COVERAGE: CFI Mechanical will provide (3) Quarterly and (1) Annual inspection and maintenance on the **chillers and pumps**, for listed equipment in proper operating conditions. The planned service program shall be arranged to maintain all systems and equipment in their original specified condition and shall include all planned service labor and materials unless excluded in scope of work. **(Excludes Refrigerant)**

PRICE AND PAYMENT: The services detailed in this Agreement will be provided on an (Number of Inspections) basis at a sum of **\$9,145.00** Annually throughout the term of the Agreement payable in (# of payments) payment of **\$2,286.25** plus applicable taxes, due and payable upon completion of each inspection. Rescheduled or delayed maintenance dates, by the Purchaser, does not prohibit scheduled billings. If the Purchaser cancels the Agreement prior to the expiration date, the Purchaser agrees to pay Seller the greater amount of the contract balance due to date of effective cancellation or the cost for all work performed to date of cancellation billable at current Published Time and Material non-contracted rated not to exceed the balance of the annual contract amount.

DURATION OF PLANNED SERVICE CONTRACT

The Planned Service Agreement shall be in effect upon the signed date of the Agreement by the Purchaser or CFI Mechanical, Inc., and shall remain in effect for 1 year from such date unless otherwise terminated by either party. This contract shall automatically renew annually upon the anniversary date unless (30) days written notice is given by either party.



CFI MECHANICAL, INC.

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Schedule A Covered Equipment

Carrier 30XVA1606S5006442

Serial # 2318Q96165

Two chilled water pumps

During the first visit, we will record all model and serial numbers, and an equipment count. Any equipment found that is not on this equipment list can be added at that time for an additional cost.

Special Instructions



CFI MECHANICAL, INC.

6109 Brittmoore • Houston, TX 77041

Phone: (832) 467-8200 • Fax: (832) 467-8203

Clarifications and Exclusions

GENERAL:

This Service Agreement, together with all the documents, shall constitute the Entire Agreement between CFI Mechanical, hereafter referred to as "Seller" and Purchaser, and may not be modified, amended, without the express written consent of an Officer of CFI Mechanical.

Customer acknowledges the complexity and expense of any air conditioning and refrigeration equipment as well as the need for specially trained and qualified personnel to service and/or repair such equipment. Therefore, to reduce the risk of damage, the customer agrees not to contract any other service company to perform service on the equipment covered by this Planned Service Agreement without express written permission of the Seller.

PAYMENT:

Service agreements are billed at the time of service and payment is due within 30 days of the invoice date. If payment is past due, the company reserves the right to suspend all service and coverages under this Agreement. The Seller may cancel this Agreement for delinquency and in the event collection action is taken, the company reserves the right to add a surcharge of 1 ½% of the principal per month. Should legal action be required to enforce payment for monies due from the Purchaser, the Purchaser agrees to pay reasonable attorney's fees and court costs.

COVERAGE:

CFI Mechanical shall provide the services described in the Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area.

EXCLUSIONS:

Unless specifically noted otherwise in the agreement, the following items are **not covered**:

1. Any repairs or services covered by mechanical insurance.
2. Any and all special alterations or provisions necessary to facilitate access to service or repair of unit, including, but not limited to special rigging and/or rental equipment required.
3. Repairs for damages due to acts of God, including but not limited to fire, floods, wind damage, freezing, wars, vandalism, strikes, force of nature.
4. Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, mildew, fungus, wet or dry rot and any resulting loss is always excluded under this Agreement, however caused.
5. Repairs due to corrosion, erosion, and deterioration, including but not limited to, corrosion relating to equipment installation in corrosive (marine, industrial) environments, regardless of the equipment age.
6. Any responsibility for the identification, detection, or removal/abatement of asbestos related materials.
7. Repairs for damages due to misuse, abuse, negligence, misapplication or other causes beyond the CFI Mechanical's control.
8. Items not mechanically maintainable such as casings, cabinets, and supports, Non-standard modifications or enclosures such as explosion proofing, theft-proofing, etc. may require additional labor for maintenance and repairs, to be billed at the Seller's prevailing service rates.
9. Unless specifically listed, all devices not an integral part of the equipment including, but not limited to any component upstream of the unit's starter, such as conductors, transformers, fuses, disconnects, circuit breakers, flow switches, fire/smoke detectors, building automation/temperature control systems, high-voltage starters and/or switch gear.
10. Unless specifically listed, all control devices not an integral part of the equipment, including but not limited to flow switches, smoke and fire stats, building automation systems, etc. or any damage done by these devices.
11. Repairs of replacement of combustion chambers, burners, heat exchangers, flues, chimneys, ductwork, dampers, insulation, steam lines, water lines, gas lines, condensate lines, evaporator and condenser heat transfer surfaces.
12. Repairs for damages caused by the electric utility service.
13. Modifications or alteration of existing equipment due to requirements of governmental, regulatory, or insurance agencies.



CFI MECHANICAL, INC.

6109 Brittmoore • Houston, TX 77041

Phone: (832) 467-8200 • Fax: (832) 467-8203

Terms and Conditions

1. Purchaser shall provide Seller with timely access to areas and equipment and a safe environment in which to perform the Work, which shall be performed during normal working hours of Seller. Purchaser represents that is not aware of any asbestos-containing or other hazardous materials at the Project. Seller has no responsibility or liability for the investigation, detection, testing, removal, remediation, and/or encapsulation of any and all asbestos-containing or other hazardous materials at the site of the Project. Any investigation, detection, testing, removal, remediation and/or encapsulation of any and all asbestos-containing or other hazardous material will be the responsibility of and at the expense of Purchaser, the Owner or others. If Seller encounters any material believed to be asbestos-containing or other hazardous material, Seller may stop all work in the affected area until Purchaser notifies Seller in writing that it is safe to proceed. Seller shall have no responsibility or liability arising out of or related to, and **PURCHASER HEREBY WAIVES AND RELEASES ANY CLAIMS OR CAUSES OF ACTION FOR, THE PRESENCE, GROWTH OR DEVELOPMENT OF MOLD OR MILDEW AT THE PROJECT, OR FOR THE REMEDIATION OF ANY SUCH MOLD OR MILDEW, OR ANY COSTS, EXPENSES, DAMAGES, OR LIABILITIES RELATED THERETO, EVEN IF SUCH MOLD OR MILDEW IS CAUSED IN WHOLE OR IN PART BY ANY DEFECTIVE LABOR OR MATERIAL FURNISHED HEREUNDER OR ANY BREACH OF THIS AGREEMENT.**

2. Any Work found to be defective for a period of ninety (90) days from the date the material is installed or the Work is completed, shall at the Seller's option, be repaired or replaced and such repair or replacement shall be Purchaser's sole and exclusive remedy. This warranty does not cover damage or defects caused by normal wear and tear, improper use or maintenance of the material by Purchaser, accident, fire, flood, natural disaster, act of vandalism or terrorism, or other causes beyond the Seller's reasonable control. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE.**

3. Purchaser and Seller hereby waive any and all claims for incidental, indirect, special, consequential, punitive or exemplary damages against the other party, arising out of or related to the Work hereunder or any breach of the Terms hereof. The Seller will not be liable for any delays, costs, loss or damages caused by or any delays due to fire, strike, labor troubles, governmental regulations (including orders, recommendations or guidelines), the elements, virus, epidemic pandemic (including the Novel Coronavirus), transportation delays, or any other causes beyond its reasonable control.

4. TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS AGENTS AND EMPLOYEES (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF WORK HEREUNDER, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY AN ACTIVE OR PASSIVE ACT OR OMISSION OF PURCHASER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY PURCHASER, OR ANYONE FOR WHOSE ACTS PURCHASE MAY BE LIABLE, REGARDLESS OF WHETHER IT IS CAUSED IN PART BY THE NEGLIGENCE OF SELLER.

5. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER'S TOTAL LIABILITY FOR WORK UNDER THE PROPOSAL OR FOR ANY OTHER

WORK PROVIDED TO PURCHASER BY SELLER SHALL BE LIMITED TO AND SHALL NEVER EXCEED THE AMOUNT PAID TO SELLER UNDER THIS AGREEMENT.

6. If by any act of omission on Purchaser's part or any act beyond the reasonable control of the Seller, the Seller's performance is delayed for a period of 90 days or more, Seller shall have the option of terminating the Work, and, in case of such termination after Seller has partially performed the Work, Purchaser agrees to pay Seller the portion of the total contract price attributable to the Work installed, ordered or delivered as of the date of the termination, as well as any and all costs of termination, including but not limited to costs of terminating subcontracts or purchase orders, costs of work-in-progress, and costs of demobilization, and any and all delay incurred by Seller.

7. Purchaser shall be responsible for securing the Work from loss and protecting from damage and shall bear the risk of loss with respect to all material installed and all material delivered to the Project. Notwithstanding the foregoing, the title to all material shall remain in the Seller until payment in full is made by Purchaser. Purchaser shall insure such materials against loss or damage in amount and manner sufficient to protect the interest of the Seller, and Seller shall be named as an additional insured under such insurance.

8. It is agreed the Seller reserves a contractual lien and security interest in all material furnished hereunder until the entire price to be paid and all other sums due Seller have been fully paid. Purchaser shall execute such financing statements or other documents requested by Seller as necessary to perfect Seller's security interest. In the event of default in the making of any such payment, or in the event Purchaser becomes insolvent, makes an assignment for the benefit of the creditors or in the event that a proceeding in bankruptcy or insolvency be instituted against Purchaser, or voluntarily by Purchaser, then at Seller's option, Seller, its agents, successors and assigns may, without notice or demand, resell the material or any part thereof at either public or private sale. If the unpaid balance due the Seller under this Agreement, including any interest due and damages resulting from Purchaser's default, including any attorney's fees incurred and the expense of resale, are not satisfied by proceeds from the sale, Purchaser agrees promptly to pay such deficiency. If there is a surplus from the proceeds of the sale after the payment of the above items, it shall be paid to Purchaser.

9. In the event of any default by Seller, Purchaser shall give Seller written notice of default, and shall give Seller five (5) days from the date of Seller's receipt of such notice to cure or commence and diligently pursue cure of such default.

10. The rights, duties and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts or laws or rules which would refer its interpretation to the laws of another jurisdiction.

11. At Seller's option, all claims, disputes, and other matters in question arising out of or relating to this Agreement, or the breach thereof, may be decided by arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, with a single arbitrator under regular track procedures unless otherwise elected by Seller. All arbitration proceedings or other legal proceedings will be in Houston, Texas. This agreement to arbitrate shall be specifically enforceable. It is agreed that the Work performed, and labor and/or materials furnished pursuant to this Agreement affects and involves interstate commerce. Any legal action against the Seller relating, or the breach of these Terms, shall be commenced within one (1) year from the date of the completion of the Work. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in the court having jurisdiction thereof.



CFI MECHANICAL, INC.

6109 Brittmoore • Houston, TX 77041

Phone: (832) 467-8200 • Fax: (832) 467-8203

ACKNOWLEDGEMENT

Accepted by:

(Customer)

Effective Date 2/12/2025

Accepted by CFI Mechanical Inc.

Matt Solomon

Effective Date 2/5/2025



AIR COOLED HELICAL ROTARY CHILLER SCOPE

This schedule describes the basic scheduled maintenance procedures that will be performed by **CFI Mechanical**. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- ☒ Inspect, clean and wipe control panels.
- ☐ Clean and paint touch-up (original manufacturers color) on compressors.

Refrigerant System

- ☒ Leak test refrigerant circuit(s).
- ☒ Inspect superheat & sub-cooling settings and adjust accordingly.
- ☒ Inspect operation and refrigerant pressures.
- ☒ Inspect refrigerant filter temperature drop at full load conditions. (if applicable)
- ☒ Inspect liquid line filter temperature drop at full load conditions (if applicable)
- ☒ Check evaporator refrigerant pressure.
- ☒ Inspect condenser refrigerant pressure.
- ☒ Inspect refrigerant charge.
- ☒ Leak test relief valves and vent piping of relief valves to check for improperly sealed relief valves (if applicable).
- ☒ Inspect sight glasses (if applicable)

Lubrication System

- ☒ Inspect operation of lubrication system.
- ☒ Inspect oil level in oil separator.
- ☒ Inspect oil heater operation.
- ☒ Replace oil filters.

Electrical System

- ☒ Inspect condition of contacts for wear, pitting, etc.
- ☒ Check and tighten all electrical connections.
- ☒ Inspect operating and safety controls.
- ☒ Meg compressor motor and oil pump.
- ☒ Check and tighten oil heater leads.
- ☒ Inspect electrical components for deficiencies.
- ☒ Inspect evaporator heat tape for proper operation. (if applicable)

Operating Checks

- ☒ Inspect starter operation, voltage and current.
- ☒ Inspect operating and safety controls.
- ☒ Check operating log and record settings.
- ☒ Inspect operation of condenser fans. (if applicable)
- ☒ Inspect condenser fans to ensure proper clearance of fan openings (if applicable)
- ☒ Inspect operation of lubrication system.
- ☒ Inspect all piping components for leakage and damage.
- ☒ Inspect set point values in UCM and adjust as required. (if applicable)
- ☒ Inspect condenser coils for dirt and debris. (if applicable)

Written Report (Daily Timesheet)

- ☒ Provided to customer representative following each regular inspection or emergency call.
- ☒ Report to operator any uncorrected deficiencies noted.



CFI MECHANICAL, INC.

www.cfimechanical.com

6109 Brittmoore • Houston, TX 77041
P: (832) 467-8200 • F: (832) 467-8203

AIR COOLED HELICAL ROTARY CHILLER SCOPE

PREVENTIVE MAINTENANCE

- ☒ Inspect refrigerant filter temperature drop at full load conditions.
- ☒ Visually inspect oil filter pressure drop indicator. (if applicable)
- ☒ Inspect operating and safety controls.
- ☒ Inspect operation of lubrication system.
- ☒ Inspect operation of loaders and unloaders.
- ☒ Check and calibrate temperature controller. (if applicable)
- ☒ Inspect operation of motor starter.
- ☒ Check evaporator and condenser pressures.
- ☒ Inspect unit for proper refrigerant charge.
- ☒ Check for proper oil level.
- ☒ Inspect operation of condenser fans. (if applicable)
- ☒ Report to operator any uncorrected deficiencies noted.
- ☒ Complete operating log of temperatures, pressures, voltages and amperages.

OPTIONAL ANNUAL SERVICES

- ☒ Clean condenser coils with water only, 1 time(s) per year.
Additional cleanings will be billed to customer on a T&M basis.
- ☒ Oil sample and analysis for wear metals, acid content and moisture, to be taken 1 time(s) per year. Additional samples will be billed to customer on a T&M basis.
- ☐ Other:



PUMP MAINTENANCE

This schedule describes the basic scheduled maintenance procedures that will be performed by **CFI Mechanical**. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- ☒ Lubricate pump bearings per manufacturer's recommendations.
- ☒ Lubricate motor bearings per manufacturer's recommendations.
- ☒ Inspect all nuts and bolts. Inspect motor mounts and vibration pads.
- ☒ Visually inspect pump alignment and coupling.
- ☒ Inspect motor operating conditions.
- ☒ Inspect electrical connections and conductors.
- ☒ Inspect operation of isolation valves.
- ☒ Visually inspect mechanical seals or pump packing.

Written Report

- ☒ Provided to customer representative after each inspection.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CFI MECHANICAL, INC.
Houston, TX United States

Certificate Number:
2025-1265308

Date Filed:
02/05/2025

Date Acknowledged:

2/18/25 JW

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CALHOUN COUNTY COURTHOUSE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024-1142474
CALHOUN COUNTY JAIL PM - CHILLER & PUMPS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CFI MECHANICAL, INC.	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is ROY L. CIZMAR, and my date of birth is ██████ 5.

My address is ██████████, ██████, X, ██████, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 5th day of FEBRUARY, 2025.
(month) (year)

Roy L. Cizmar

Signature of authorized agent of contracting business entity
(Declarant)

14

14. Consider and take necessary action to approve the contract with Weaver & Jacobs Constructors, Inc. for Bid No. 2024.06 – Memorial Medical Center HVAC & Roof Improvements for Calhoun County, and authorize the County Judge to sign. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Vern Lyssy, County Judge
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

DOCUMENT NO. 00 5000

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 30th day of October in the year 2024, by and between CALHOUN COUNTY (hereinafter called OWNER) and WEAVER & JACOBS CONSTRUCTORS, INC. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

.01 THE WORK:

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

BID NUMBER 2024.06 – MEMORIAL MEDICAL CENTER HVAC & ROOF IMPROVEMENTS FOR CALHOUN COUNTY, TEXAS

.02 ENGINEER:

The Project has been coordinated by G & W Engineers, Inc., 205 West Live Oak, Port Lavaca, Texas, 77979, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

.03 CONTRACT TIMES:

a. Calendar Days

The Work shall be complete and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 260 Calendar Days for Base Bid A and 730 Calendar Days for Base Bid B after the date when the Contract Times commence to run. A Notice to Proceed (NTP) will be issued to the CONTRACTOR to officially serve as establishing the beginning of the contract time (Calendar Days to complete). Base Bid A and Base Bid B will have separate Notice to Proceeds.

b. Rain Days

CONTRACTOR may be allowed an adjustment to the CONTRACT Times for "rain days", which are defined as follows.

1. Any day(s) in which rainfall occurs prior to 12:00 p.m. (noon), of such quantity that, in the opinion of OWNER's representative, would prevent a safe working environment for CONTRACTOR at the construction site;
2. Any day(s) following the above described "rain day(s)" in which the condition of the construction site, in the opinion of OWNER's representative, is not conducive to providing CONTRACTOR with a safe working environment at the site.

OWNER shall only consider an adjustment in Contract Times if CONTRACTOR submits a written request for "rain days" to OWNER's representative for review, by 10:00 a.m. on the Monday following the week in which the day(s) occurred. Failure to submit such a written request shall be a representation by CONTRACTOR that additional days are not warranted.

OWNER's representative shall review all requests when submitted and will have final on site determination for "rain days". Disagreements between CONTRACTOR and OWNER's representative shall be submitted to OWNER.

c. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph .03.a above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that, as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **SEVEN HUNDRED FIFTY DOLLARS (\$750.00)** for each day that expires after the time specified in paragraph .03.a. for the Architectural and Structural Scope of Work.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that, as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **FIFTEEN HUNDRED DOLLARS (\$1,500.00)** for each day that expires after the time specified in paragraph .03.a. for the Mechanical and Electrical Scope of Work.

CONTRACTOR hereby agrees that said sum per day is a fair estimate of the pecuniary damages which will be sustained by OWNER in the event that the Work is not complete within the agreed time, or within extensions of time properly granted in accordance with the Contract Documents. Said sum shall be considered as liquidated damages only and not a penalty, said damage being caused by loss of timely use of the Work other injury difficult to quantify.

For purposes of applying this liquidated damages clause, the CONTRACTOR

agrees to waive as against the OWNER any defense to enforcement of said clause based on any of the following claims: (1) that the clause is a penalty; (2) that the daily amount stated in the clause is not a reasonable estimate and approximation as of the time of contracting of OWNER's actual damages; (3) that the damages caused to OWNER by reason of delay were not difficult to estimate at the time of contracting.

.04 CONTRACT PRICE:

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as per CONTRACTOR's bid which forms a part of this contract. In no event shall the amounts payable pursuant to this Contract exceed \$33,273,021.00, plus the amount of any duly authorized change orders or contract amendments executed by OWNER.

.05 PAYMENT PROCEDURE:

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions unless otherwise amended by the Contract Documents. Applications for Payment shall also include all required documentation indicated in Division 1 - General Requirements, Section 01 0250 of these Specifications. ENGINEER shall process Applications as provided in the General Conditions.

a. Progress Payments

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER and as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Article 2 of the General Conditions.

1. Progress payments will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold in accordance with Paragraph 14.02.B.5 of the General Conditions.
 - A. 95% of the Work completed (with the balance being retainage)
 - B. 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.02.A.1 of the General Conditions).

2. Request for Payments

All requests for payments shall be divided into materials costs and labor/equipment costs. All requests for material payment shall be accompanied by CONTRACTOR's paid invoice for the material in accordance with Article 14.02.A.1 of the General Conditions.

b. Final Payment

Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph.

.06 CONTRACTOR's REPRESENTATIONS:

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- a. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7 herein) and the other related data identified in the Bidding Documents including "technical data."
- b. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- c. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in the Supplementary Conditions to the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.02.A of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may

affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- e. CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- f. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing and performing of the Work.

.07 CONTRACT DOCUMENTS:

The executed contract documents shall consist of the following components and are incorporated into this contract for all purposes as if set forth verbatim herein:

- a. This Agreement.
- b. Exhibits to this Agreement.
 - 1. Bid Negotiation.
- c. CONTRACTOR's Bid.
- d. Performance, Payment and other Bonds.
- e. Notice of Award.
- f. Notice to Proceeds.
- g. General Conditions.

- h. Calhoun County, Texas General Conditions.
- i. Supplementary Conditions.
- j. Technical Specifications.

1. Drawings numbered & titled for the different areas of work as indicated below:

BID NUMBER 2024.06 – MEMORIAL MEDICAL CENTER HVAC & ROOF IMPROVEMENTS FOR CALHOUN COUNTY, TEXAS

DRAWING INDEX	SHEET NO.	DATE
INDEX OF DRAWINGS	G1	
ARCHITECTURAL DRAWINGS		
OVERALL ROOF PLAN		
ENLARGED ROOF PLAN.....	R1	3/31/2022
ROOF AREAS A,B,C,D,E,F,H,J,K, & L		
ENLARGED ROOF PLAN.....	R2	3/31/2022
ROOF AREA E,F, & G		
ENLARGED ROOF PLAN.....	R3	3/31/2022
ROOF AREA E,F, & G		
ENLARGED ROOF PLAN.....	R4	3/31/2022
WIND PLAN		
ENLARGED ROOF PLAN	WP	3/31/2022
ELEVATION PLAN		
ENLARGED ELEVATION PLAN.....	A1	3/31/2022
WINDOW ELEVATION PLAN		
ENLARGED WINDOW ELEVATION.....	A2	3/31/2022
ROOF DETAILS.....	D1	3/31/2022
ROOF DETAILS.....	D2	3/31/2022
ROOF DETAILS.....	D3	3/31/2022
ROOF DETAILS.....	D4	3/31/2022
ROOF DETAILS.....	D5	3/31/2022
ROOF DETAILS.....	D6	3/31/2022
WINDOW DETAILS.....	D7	3/31/2022
WINDOW DETAILS.....	D8	3/31/2022
WINDOW DETAILS.....	D9	3/31/2022
WINDOW DETAILS.....	D10	3/31/2022
STRUCTURAL DRAWINGS		
FRAMING PLAN		
ENLARGED FRAMING PLAN.....	S1.0	3/31/2022
FRAMING PLAN		
ENLARGED FRAMING PLAN.....	S2.0	3/31/2022

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DRAWING INDEX	SHEET NO.	DATE
STRUCTURAL DRAWINGS CONT'D.		
FRAMING DETAILS		
AHU'S DETAILS.....	S3.0	3/31/2022
FRAMING DETAILS		
COOLING TOWER DETAILS.....	S4.0	3/31/2022
FRAMING DETAILS		
COOLING TOWER DETAILS.....	S4.1	3/31/2022
MECHANICAL DRAWINGS:		
MECHANICAL SYMBOLS & ABBREVIATIONS.....	M001	8/29/2024
FIRST FLOOR SEG A		
MECHANICAL DEMOLITION PLAN.....	MD101	8/29/2024
FIRST FLOOR SEG B		
MECHANICAL DEMOLITION PLAN.....	MD101B	8/29/2024
FIRST FLOOR SEG C		
MECHANICAL DEMOLITION PLAN.....	MD101C	8/29/2024
FIRST FLOOR SEG D		
MECHANICAL DEMOLITION PLAN.....	MD101D	8/29/2024
FIRST FLOOR SEG E		
MECHANICAL DEMOLITION PLAN.....	MD101E	8/29/2024
FIRST FLOOR SEG F		
MECHANICAL DEMOLITION PLAN.....	MD101F	8/29/2024
SECOND FLOOR SEG A		
MECHANICAL DEMOLITION PLAN.....	MD102A	8/29/2024
SECOND FLOOR SEG B		
MECHANICAL DEMOLITION PLAN.....	MD102B	8/29/2024
SECOND FLOOR SEG C		
MECHANICAL DEMOLITION PLAN.....	MD102C	8/29/2024
SECOND FLOOR SEG D		
MECHANICAL DEMOLITION PLAN.....	MD102D	8/29/2024
SECOND FLOOR SEG E		
MECHANICAL DEMOLITION PLAN.....	MD102E	8/29/2024
THIRD FLOOR SEG A		
MECHANICAL DEMOLITION PLAN.....	MD103A	8/29/2024
THIRD FLOOR SEG B		
MECHANICAL DEMOLITION PLAN.....	MD103B	8/29/2024
MECHANICAL ROOF PLAN DEMOLITION.....	MD104	8/29/2024
FIRST FLOOR SEG A		
PIPING DEMOLITION PLAN.....	MD201A	8/29/2024

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AGREEMENT BETWEEN OWNER AND CONTRACTOR
MMCHVAC & Roof Improvements for Colhoun Co., TX (File# 5310.014a)

DRAWING INDEX	SHEET NO.	DATE
MECHANICAL DRAWINGS CONT'D.		
FIRST FLOOR SEG B		
PIPING DEMOLITION PLAN.....	MD201B	8/29/2024
FIRST FLOOR SEG C		
PIPING DEMOLITION PLAN.....	MD201C	8/29/2024
FIRST FLOOR SEG D		
PIPING DEMOLITION PLAN.....	MD201D	8/29/2024
FIRST FLOOR SEG E		
PIPING DEMOLITION PLAN.....	MD201E	8/29/2024
FIRST FLOOR SEG F		
PIPING DEMOLITION PLAN.....	MD201F	8/29/2024
SECOND FLOOR SEG A		
PIPING DEMOLITION PLAN.....	MD202A	8/29/2024
SECOND FLOOR SEG B		
PIPING DEMOLITION PLAN.....	MD202B	8/29/2024
SECOND FLOOR SEG C		
PIPING DEMOLITION PLAN.....	MD202C	8/29/2024
SECOND FLOOR SEG D		
PIPING DEMOLITION PLAN.....	MD202D	8/29/2024
SECOND FLOOR SEG E		
PIPING DEMOLITION PLAN.....	MD202E	8/29/2024
THIRD FLOOR SEG A		
PIPING DEMOLITION PLAN.....	MD203A	8/29/2024
THIRD FLOOR SEG B		
PIPING DEMOLITION PLAN.....	MD203B	8/29/2024
ENLARGED MECHANICAL COOLING		
TOWER YARD - DEMOLITION.....	MD301	8/29/2024
ENLARGED MECHANICAL ROOM		
FLOOR PLAN - DEMOLITION.....	MD302	8/29/2024
FIRST FLOOR SEG A		
MECHANICAL PLAN - NEW WORK.....	M101A	8/29/2024
FIRST FLOOR SEG B		
MECHANICAL PLAN - NEW WORK.....	M101B	8/29/2024
FIRST FLOOR SEG C		
MECHANICAL PLAN - NEW WORK.....	M101C	8/29/2024
FIRST FLOOR SEG D		
MECHANICAL PLAN - NEW WORK.....	M101D	8/29/2024
FIRST FLOOR SEG E		
MECHANICAL PLAN - NEW WORK.....	M101E	8/29/2024
FIRST FLOOR SEG F		

00 5000-9

AGREEMENT BETWEEN OWNER AND CONTRACTOR
MMCHVAC & Roof Improvements for Calhoun Co., TX (File# 5310.014a)

DRAWING INDEX	SHEET NO.	DATE
MECHANICAL DRAWINGS CONT'D.		
MECHANICAL PLAN - NEW WORK.....	M101F	8/29/2024
SECOND FLOOR SEG A		
MECHANICAL PLAN - NEW WORK.....	M102A	8/29/2024
SECOND FLOOR SEG B		
MECHANICAL PLAN - NEW WORK.....	M102B	8/29/2024
SECOND FLOOR SEG C		
MECHANICAL PLAN - NEW WORK.....	M102C	8/29/2024
SECOND FLOOR SEG D		
MECHANICAL PLAN - NEW WORK.....	M102D	8/29/2024
SECOND FLOOR SEG E		
MECHANICAL PLAN - NEW WORK.....	M102E	8/29/2024
THIRD FLOOR SEG A		
MECHANICAL PLAN - NEW WORK.....	M103A	8/29/2024
THIRD FLOOR SEG B		
MECHANICAL PLAN - NEW WORK.....	M103B	8/29/2024
MECHANICAL ROOF PLAN NEW WORK.....	M104	8/29/2024
FIRST FLOOR SEG A		
PIPING PLAN - NEW WORK.....	M201A	8/29/2024
FIRST FLOOR SEG B		8/29/2024
PIPING PLAN - NEW WORK.....	M201B	
FIRST FLOOR SEG C		8/29/2024
PIPING PLAN - NEW WORK.....	M201C	
FIRST FLOOR SEG D		8/29/2024
PIPING PLAN - NEW WORK.....	M201D	
FIRST FLOOR SEG E		8/29/2024
PIPING PLAN - NEW WORK.....	M201E	
FIRST FLOOR SEG F		8/29/2024
PIPING PLAN - NEW WORK.....	M201F	
SECOND FLOOR SEG A		8/29/2024
PIPING PLAN - NEW WORK.....	M202A	
SECOND FLOOR SEG B		
PIPING PLAN - NEW WORK.....	M202B	8/29/2024
SECOND FLOOR SEG C		
PIPING PLAN - NEW WORK.....	M202C	8/29/2024
SECOND FLOOR SEG D		
PIPING PLAN - NEW WORK.....	M202D	8/29/2024
SECOND FLOOR SEG E		
PIPING PLAN - NEW WORK.....	M202E	8/29/2024
THIRD FLOOR SEG A		

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AGREEMENT BETWEEN OWNER AND CONTRACTOR
MMCHVAC & Roof Improvements for Calhoun Co., TX (File# 5310.014a)

DRAWING INDEX	SHEET NO.	DATE
MECHANICAL DRAWINGS CONT'D.		
PIPING PLAN - NEW WORK.....	M203A	8/29/2024
THIRD FLOOR SEG B		
PIPING PLAN - NEW WORK.....	M203B	8/29/2024
ENLARGED MECHANICAL COOLING		
TOWER YARD - NEW WORK.....	M301	8/29/2024
ENLARGED MECHANICAL COOLING		
FLOOR PLAN - NEW WORK.....	M302	8/29/2024
MECHANICAL SCHEDULES.....	M401	8/29/2024
MECHANICAL SCHEDULES.....	M402	8/29/2024
MECHANICAL SCHEDULES.....	M403	8/29/2024
MECHANICAL SCHEDULES.....	M404	8/29/2024
MECHANICAL SCHEDULES.....	M405	8/29/2024
MECHANICAL DETAILS.....	M501	8/29/2024
MECHANICAL DETAILS.....	M502	8/29/2024
MECHANICAL DETAILS.....	M503	8/29/2024
MECHANICAL DETAILS.....	M504	8/29/2024
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- m. Addendum numbers One (1) to One (1) inclusive
- n. The following of which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed in accordance with the appropriate provisions of Article 3 of the General Conditions.

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

.08 MISCELLANEOUS:

- a. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

- b. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent(except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- c. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- d. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER:
CALHOUN COUNTY

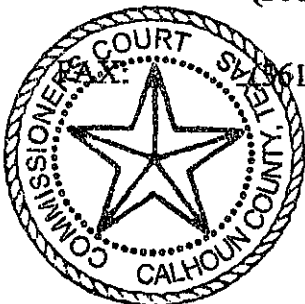
BY: Vern Lyssy
Vern Lyssy, Judge Pro Tem

ATTEST: Kalddie Smith

ADDRESS: 211 S. Ann, Suite 301
Port Lavaca, Texas 77979

PHONE: (361) 553-4600

FAX: (361) 553-4444



CONTRACTOR:
WEAVER & JACOBS
CONSTRUCTORS, INC.

BY: Brant Jacobs
Brant Jacobs, President

ATTEST: Patsy Park

ADDRESS: 301 Cooperative Way
Cuero, Texas 77954

PHONE: (361) 277-9300

FAX: (361) 277-9274

EMAIL: byjacobs@weaverandjacobs.com

END OF DOCUMENT

00 5000-14

Memorial Medical Center HVAC & Roof Replacements

Base Bid A - Architectural & Structural Base Bid B - Mechanical & Electrical			
A1	Roof replacement	\$	3,673,515
A2	Curtainwall and storefront window systems	\$	4,405,972
A3	Structural supports for new MEP equipment	\$	213,758
B1	HVAC equipment	\$	7,021,712
B2	HVAC controls	\$	2,458,970
B3	Balance of HVAC scope (excluding Items #1 & #2 above)	\$	14,924,079
B4	New electrical scope	\$	1,465,867
B6	Testing, Adjusting, and Balancing for HVAC Allowance	\$	150,000
		Base Bid - minus Owner's Contingency	\$ 34,313,873
A4	10% Owners Contingency	\$	829,325
B5	10% Owners Contingency	\$	2,837,063
		Total Base Bid	\$ 37,980,261

Accepted VE Options Per Meeting on 10-15-2024		Approved Credit
Accept VE#1, VE#3, VE#4, VE#5, VE#6, VE#7, VE#9A		\$ (4,707,240.00)
		Final Base Bid Total \$ 33,273,021.00

Item	Value Engineering Options	Value
VE #1	Reduce Contingency to 3% (Leaves \$1,029,416 in Contingency Balance)	\$ (2,636,972)
VE #3	Reduce Schedule to Two Year Phasing in lieu of Four Year	\$ (1,007,821)
VE #4	Reduction in Builder's Risk Coverage for 2 Years of Coverage	\$ (400,000)
VE #5	Roofing Alternate with Added Manufacturer Discount of \$(24,288)	\$ (267,595)
VE# 6	Change Roof Cap Sheet from Paradiene 30FR TG BW to Paratech Glass	\$ (56,262)
VE #7	Hydronic Piping Material and Method Change (All Hydronic Piping to be	\$ (260,000)
VE #9A	Aluminum Cabinet Construction on Season 4 Daikin RTAHUs (If Staying with Base Bid Daikin RTAHUs)	\$ (78,590)



WEAVER & JACOBS
CONSTRUCTORS, INC.

DOCUMENT NO. 00 3000

BID

Weaver & Jacobs Constructors, Inc.

(Legal Firm Name)

, hereinafter called "BIDDER",

is submitting this Bid for Furnishing and Performing the Work specified herein as the

**MEMORIAL MEDICAL CENTER HVAC & ROOF IMPROVEMENTS FOR
CALHOUN COUNTY, TEXAS**

This BID is Submitted to the COUNTY OF CALHOUN, hereinafter called "OWNER".

1. Terms used in this BID are defined in the General Conditions or Document No. 00120 - Instructions to Bidders and shall have the meanings indicated in the General Conditions or Instructions.
2. BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to furnish and perform all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this BID and in accordance with the other terms and conditions of the Contract Documents.
3. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This BID will remain subject to acceptance for Sixty (60) Calendar Days after the Bid Opening. BIDDER shall sign and deliver the required number of counterparts of the Agreement, including all required documents indicated by the Bidding Requirements, within Fifteen (15) Working Days after the date of OWNER's Notice of Award.
4. In submitting this BID, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Addendum No.: 1
Date Received: 8/28/24
 - b. BIDDER has visited the site and is familiar and satisfied with the general, local and site conditions that may affect cost, progress, and furnishing and performing the Work.
 - c. BIDDER is familiar and satisfied with all federal, state and local Laws and Regulations that may affect cost, progress, and furnishing and performing the Work.

00 3000-1

MEMORIAL MEDICAL CENTER HVAC / ROOF

- d. BIDDER is aware of the general nature of work, if any, to be performed by OWNER (or others) at the site in relation to the Work for which this BID is submitted.
 - e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing and performing the Work for which this BID is submitted.
 - g. This BID is GENUINE and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID. BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding. BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. BIDDER agrees to complete the Work in accordance with the Contract Documents.
- a. BIDDER acknowledges that the amounts are to be shown in both words and figures, and in case of discrepancy, the amount in words shall govern.
 - b. BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on the actual quantities determined as provided in the Contract Documents.
 - c. BIDDER acknowledges that, at OWNER's option and/or at OWNER's request, any of the quantities may be deleted, reduced, or increased based upon the respective Unit Prices.
 - d. BIDDER acknowledges that Unit and Lump Sum Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.
 - e. BIDDER agrees to furnish all necessary labor, superintendence, plant, machinery, equipment, tools, materials, insurance, services and all other requirements deemed necessary to complete the items of Work indicated on the following pages for the specific dollar amounts stated.

00 3000-2

BID

PROJECT NAME: BID NUMBER 2024.06 MEMORIAL MEDICAL CENTER HVAC & ROOF IMPROVEMENTS

DUE DATE: Before 2:00:00 pm, Thursday, September 19, 2024

NAME: Weaver & Jacobs Constructors, Inc.

WORK SCOPE is Bids are invited for items and quantities of work generally as follows: Replacement of Roof System in totality including modifications necessary to roof top equipment, Replacement of select window systems including exterior cladding repairs and interior repairs necessary to install windows systems as specified. Structural Modifications as required to install new Mechanical Equipment. Replacement of the existing HVAC systems and associated controls, modifications and additions to the electrical Infrastructure as required to accommodate the new HVAC systems.

BIDDERS MUST FILL OUT ALL OF THE BASE BID ITEMS INCLUDING ALL OF THE OWNER'S OPTIONS TO BE CONSIDERED A RESPONSIVE BIDDER.

Base Bid A – Architectural and Structural				
Item	Quantity	Unit	Unit Price	Total Bid Price
A1. Furnish all necessary equipment, materials, and labor for roof replacement scope of work at roof areas A, B, B1, B2, C, D, E, E1, E2, E3, F, F1, F2, F3, G, H, J, and K as defined under BASE BID in accordance with the drawings and specifications. Includes all flashings, sheet metal, sealants, masonry, MEP and other supplemental work necessary.	1	LS	\$3,673,515	\$3,673,515
A2. Furnish all necessary equipment, materials, and labor for the installation of the curtainwall and storefront window systems as defined under BASE BID in accordance with the drawings and specifications. Includes all flashings, sheet metal, sealants, masonry, MEP and other supplemental work necessary.	1	LS	\$4,405,972	\$4,405,972
A3. Furnish all necessary equipment, materials, and labor for the installation and/or modifications of the structural supports for new MEP equipment as defined under BASE BID in accordance with the drawings and specifications. Includes all overhead work and work modifications necessary to accommodate the hospital's schedule.	1	LS	\$213,758	\$213,758

00 3000-3

Base Bid A – Architectural and Structural Conf'd.				
Item	Quantity	Unit	Unit Price	Total Bid Price
A4. 10% Owners Contingency: to be used only as directed by Architect/Engineer for Owner's purposes and only by change orders that indicate amounts to be charged to the Owner's Contingency	1	LS	10% of Base Bid (0.10 x Sum of Base Bid lines A1.-A3. above) \$829,325	\$829,325
Total Base Bid A – (A1 – A4)				\$9,122,570
NOTE: START DATE AND PHASING TO BE COORDINATED WITH OWNER AND GENERAL CONTRACTOR			Base Bid A – Calendar Days	260

Base Bid B – Mechanical and Electrical				
Item	Quantity	Unit	Unit Price	Total Bid Price
B1. Furnish all install all HVAC equipment defined under the BASE BID in accordance with the schedules on drawings M401, M402, M403, M404, and M405 as well as the specifications.	1	LS	\$7,021,712	\$7,021,712
B2. Furnish and install all HVAC controls defined under the BASE BID in accordance with drawings M701, M702, M703, M704, M705, M706, and M707 as well as the specifications.	1	LS	\$2,458,970	\$2,458,970
B3. Furnish and install all equipment, materials, and labor for the installation of the balance of HVAC scope (excluding Items #1 & #2 above) defined under the BASE BID in accordance with the drawings and specifications.			\$14,924,079	\$14,924,079

00 3000-4

Base Bid B – Mechanical and Electrical Cont'd				
Item	Quantity	Unit	Unit Price	Total Bid Price
B4. Furnish all necessary equipment, materials, and labor for the installation of all new electrical scope as defined under the BASE BID in accordance with the electrical drawings and specifications.	1	LS	\$1,465,867	\$1,465,867
B5. 10% Owners Contingency: to be used only as directed by Architect/Engineer for Owner's purposes and only by change orders that indicate amounts to be charged to the Owner's Contingency Asbestos abatement allowance added per addendum #1 (\$250,000)	1	LS	10% of Base Bid (0.10 x Sum of Base Bid lines B1.- B4. above) \$2,837,063	\$2,837,063
B6. Testing, Adjusting, and Balancing for HVAC Allowance: To be used only as directed by Engineer for Owner's purposes and only by change orders that indicate amounts to be charged to the Owner's Testing, Adjusting, and Balancing Allowance.	1	LS	\$150,000.00 \$150,000	\$150,000
Total Base Bid B -- (B1 – B6)				\$28,857,691
NOTE: START DATE AND PHASING TO BE COORDINATED WITH OWNER AND GENERAL CONTRACTOR.		Base Bid B – Calendar Days		1,498
Total Base Bid A + Base Bid B				\$37,980,261

We are carrying \$934,000 in Builder's Risk Insurance including named wind storm coverage for four years. If the owner chooses they can carry the Builder's Risk policy themselves and we can remove it from our cost.

+++++
AWARD OF CONTRACT SHALL BE BASED ON THE "TOTAL BASE BID A + TOTAL BASE BID B" WITH CONSIDERATION OF THE OWNER'S OPTIONS
 +++++

00 3000-5

OWNER'S OPTION'S

Owner's Options A -- Architectural and Structural				
Item	Quantity	Unit	Unit Price	Total Bid Price
OA1 Furnish all necessary equipment, materials, and labor for ALTERNATE BID roof replacement scope to install a 2-ply mod bit venting system with LWIC RT pellet surface treatment in lieu of the 3-ply mod bit roof system described under BASE BID of work at roof areas A, B, B1, B2, C, D, E, E1, E2, E3, F, F1, F2, F3, G, H, J, and K as defined under ALTERNATE BID in accordance with the drawings and specifications. Includes all flashings, sheet metal, sealants, masonry, MEP and other supplemental work necessary. It is the intent that this line item be an addition or deduction from BASE BID Item 1 above. Deductions shall be entered as a Negative Price	1	LS	(-\$243,407)	(-\$243,407)
UNIT PRICES: Bidder proposes the following sums as additions to or deductions from the Base Bid amount for Unit Price Work more fully described in referenced Specification Sections in the Contract Documents. Bidder must provide an amount for each Unit Price item listed or entire Bid may be considered non-responsive. All items listed below include all labor, materials and OH & P, to install.				
Owner's Options A -- Architectural and Structural Cont'd.				
Item	Quantity	Unit	Unit Price	Total Bid Price
03 5216 LWIC: Vermiculite Lightweight Aggregate per 1" thickness, 25 PCF Dry Density	1	SQ. FT	\$17.50	\$17.50
03 5216 LWIC: Insulcel PB Foam Concentrate per 1" thickness, 30 PCF Dry Density	1	SQ. FT	\$10.85	\$10.85
03 5216 LWIC: Insulperm EPS Foam Board insulation per 1" thickness, 1 PCF	1	SQ. FT	\$157.50	\$157.50
04 0100 Thru-Wall Flashing: Raise Through wall flashing including counterflashing and masonry repairs	10	Linear FT	\$341.25	\$3,412.50
06 1055 Treated Wood Blocking Replacement: 2x4 Nominal Size	10	Linear FT	\$8.75	\$87.50

00 3000-6

Owner's Options A – Architectural and Structural Cont'd.				
Item	Quantity	Unit	Unit Price	Total Bid Price
06 1055 Treated Wood Blocking Replacement: 2x6 Nominal Size	10	Linear FT	\$11.38	\$113.75
06 1055 Treated Wood Blocking Replacement: 2x8 Nominal Size	10	Linear FT	\$14.00	\$140.00
06 1055 Treated Wood Blocking Replacement: 2x10 Nominal Size	10	Linear FT	\$16.63	\$166.25
06 1055 Treated Wood Blocking Replacement: 2x12 Nominal Size	10	Linear FT	\$19.25	\$192.50
06 1055 Treated Wood Blocking Replacement: 3/4" CDX Plywood	32	SQ. FT	\$9.63	\$308.00
07 5216 SBS MOD BIT ROOF MEMBRANE: SBS MOD BIT CAP SHEET TG WITH SRI ≥ 0.75.	1	SQ. FT	\$7.88	\$7.88
07 5216 SBS MOD BIT ROOF MEMBRANE: LWIC 1.75" Base Sheet Fasteners	1	SQ. FT	\$6.13	\$6.13
07 5216 SBS MOD BIT ROOF MEMBRANE: LWIC 1.75" Twin Lock Base Sheet Fasteners	1	SQ. FT	\$6.13	\$6.13
07 5216 SBS MOD BIT ROOF MEMBRANE: Polyisocyanurate Board 1" Thickness 20 PSI.	1	SQ. FT	\$2.10	\$2.10
07 5216 SBS MOD BIT ROOF MEMBRANE: Gypsum 1/2" Cover Board	1	SQ. FT	\$3.50	\$3.50
07 0150.19 Roof Replacement Prep. Steel Decking Replacement, A, B, F, or N Deck	1	SQ. FT	\$26.25	\$26.25
07 6200 Sheet Metal Work: 5"x 5" Sheet Metal Downspout	10	Linear FT	\$61.25	\$612.50
07 6200 Sheet Metal Work: 18" ES-1 Coving w/ 1 cleat and Standing Seam	10	Linear FT	\$78.75	\$787.50
07 6200 Sheet Metal Work: 4" Face ES-1 Fascia W. Continuous Cleat	10	Linear FT	\$22.75	\$227.50
07 6200 Sheet Metal Work: 8" 1-piece Fascia / Coving Face Extension	10	Linear FT	\$26.25	\$262.50
07 6200 Sheet Metal Work: 6" Downspout Boot	1	Each	\$1,575.00	\$1,575.00
07 6200 Sheet Metal Work: Collector Head	1	Each	\$262.50	\$262.50

00 3000-7

Owner's Options A – Architectural and Structural Cont'd.				
Item	Quantity	Unit	Unit Price	Total Bid Price
07 6200 Sheet Metal Work: Hooded Pitch Pan	1	Each	\$157.50	\$157.50
07 6200 Sheet Metal Work: Concrete Splash Block on Traffic Pad	1	Each	\$157.50	\$157.50
07 6200 Sheet Metal Work: R-Panel 36"	10	Linear FT	\$21.88	\$218.75
07 9200 Backer Rod and Sealant: Backer Rod and Sealant (up to 3/4" Joint)	10	Linear FT	\$24.50	\$245.00
22 0500 Plumbing: 4" Ø Roof Drain and Strainer	1	Each	\$6,755.00	\$6,755.00
22 0500 Plumbing: 6" Ø Roof Drain and Strainer	1	Each	\$6,930.00	\$6,930.00
22 0500 Plumbing: 8" Ø Roof Drain and Strainer	1	Each	\$7,113.75	\$7,113.75
22 0500 Plumbing: 1" Ø Condensate Drain and Strainer	10	Linear FT	\$1,295.00	\$12,950.00
22 0500 Plumbing: 2" Ø Condensate Drain and Strainer	10	Linear FT	\$1,487.50	\$14,875.00
22 0500 Plumbing: 1" Ø Copper A/C Condensate Line (W/ Supports)	10	Linear FT	\$1,216.25	\$12,162.50
22 0500 Plumbing: Raise Water Chiller Lines (W/ Supports)	10	Linear FT	\$4,830.00	\$48,300.00

00 3000-8

Owner's Options B – Mechanical and Electrical

UNIT PRICES: Bidder proposes the following sums as additions to or deductions from the Base Bid amount for Unit Price Work more fully described in referenced Specification Sections in the Contract Documents. Bidder must provide an amount for each Unit Price Item listed or entire Bid may be considered non-responsive. All Items listed below include all labor, materials and OH & P, to install.

Item	Quantity	Unit	Unit Price	Total Bid Price
OB1. Install run-out ductwork, including a single 2 ft. x 2ft. air device with appropriate frame per Air Device Schedule, up to 15 ft. of 6 in. diameter sheet metal ductwork, 8 ft of flexible ductwork, spin-in tap with balancing damper and duct insulation.	1	LS	\$5,258.75	\$5,258.75
OB2. Install run-out ductwork, including a single 2 ft. x 2ft. air device with appropriate frame per Air Device Schedule, up to 15 ft. of 8 in. diameter sheet metal ductwork, 8 ft of flexible ductwork, spin-in tap with balancing damper and duct insulation.	1	LS	\$5,626.25	\$5,626.25
OB3. Install run-out ductwork, including a single 2 ft. x 2ft. air device with appropriate frame per Air Device Schedule, up to 15 ft. of 10 in. diameter sheet metal ductwork, 8 ft of flexible ductwork, spin-in tap with balancing damper and duct insulation.	1	LS	\$5,801.25	\$5,801.25
OB4. Install run-out ductwork, including a single 2 ft. x 2ft. air device with appropriate frame per Air Device Schedule, up to 15 ft. of 12 in. diameter sheet metal ductwork, 8 ft of flexible ductwork, spin-in tap with balancing damper and duct insulation.	1	LS	\$6,221.25	\$6,221.25

00 3000-9

Owner's Options B -- Mechanical and Electrical Cont'd.				
Item	Quantity	Unit	Unit Price	Total Bid Price
OB5. Install run-out ductwork, including a single 2 ft. x 2ft. air device with appropriate frame per Air Device Schedule, up to 15 ft. of 14 in. diameter sheet metal ductwork, 8 ft of flexible ductwork, spin-in tap with balancing damper and duct insulation.	1	LS	\$6,756.75	\$6,756.75
OB6. Remove and replace 4 ft x 4 ft section of GWB ceiling. Patch, seal and paint to match existing conditions.	1	LS	\$1,487.50	\$1,487.50
OB7. Furnish and install 18 in. x 18 in. painted steel access panel in ceiling.	1	LS	\$1,050.00	\$1,050.00

6. BIDDER agrees that the Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions when the Contract Times commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. The following documents are included and made a condition of this BID:
- a. Required Bid Security in the form of Bid Bond
 - b. Affidavit
 - c. System for Award Management -- (sam.gov.)
 - d. Certification Regarding Debarment & Suspension and Other Responsibility Matters
 - e. Certification Regarding Lobbying
 - f. Disclosure of Lobbying Activities
 - g. Conflict of Interest Questionnaire, Form CIQ
 - h. House Bill 89 Verification
 - i. Residence Certification
 - j. Document No. 00 4150 -- Contractor's Corporate Resolution

00 3000-10

- k. Document No. 00 4200 – Bidder Qualification Statement
- l. Document No. 00 4500 - Certification of Bidder Regarding Civil Rights Laws and Regulations

Submit one (1) USB flash drive and one (1) original and four (4) copies of this bid and forms listed above. Please do not fold, bind or staple sets.

Bids must be returned in a Sealed 9 x 12 or larger envelope clearly marked:
SEALED BID NUMBER 2024.06 - MEMORIAL MEDICAL CENTER HVAC & ROOF IMPROVEMENTS FOR CALHOUN COUNTY, TEXAS.

Submit Sealed Bid Before 2:00:00 PM local time, Thursday, September 12, 2024 to:

Honorable Richard H. Meyer, County Judge
Calhoun County Courthouse
211 South Ann Street, 3rd Floor, Suite 301
Port Lavaca, TX 77979

8. Communications about this BID shall be directed to BIDDER's address indicated below.

SUBMITTED this 12th day of September, 2024.

Authorized Signature: [Signature]

Name: Brant Jacobs

Title: President

Attesting Signature: [Signature]

Name: Callie Terry

Title: Office Admin

Legal Firm Name: Weaver & Jacobs Constructors, Inc.

Business Address: 301 Cooperative Way - Cuero, TX 77954

Phone Number: 361-277-9300

Facsimile Number: 361-277-9274

E-Mail Address: byjacobs@weaverandjacobs.com

State of Incorporation, if applicable: Texas

State Contractor License No.: - Texas does not require General Contractors to be licensed, however Weaver & Jacobs is IBC F-11 Certified to do business in any state. Our registration number is #388548330.

END OF DOCUMENT

00 3000-11

MEMORIAL MEDICAL CENTER HVAC / ROOF

PUBLIC WORK
STATUTORY PERFORMANCE BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS
AMENDED BY THE 73rd LEGISLATURE, 1993

Bond No: 8054767

(Penalty of this bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, Weaver & Jacobs Constructors, Inc.

(Here insert the name and address or legal title of the Contractor)

301 Cooperative Way, Cuero, TX 77954

(hereinafter called the Principal), as Principal, and

Amerisure Mutual Insurance Company

(Here insert the name of the Surety)

a corporation organized and existing under the laws of the State of Michigan, with its principal office in the City of Farmington
(hereafter called the Surety), as Surety, are held and firmly bound unto

Calhoun County

(Here insert the name of the Oblige)

(hereinafter called the Oblige), in the amount of Thirty-three Million Two Hundred Seventy-three Thousand Twenty-one & 00/100

(Here insert an amount equal to the total contract price)

Dollars (\$33,273,021.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 30th day of October, 2024 to Memorial Medical Center HVAC & Roof Improvements, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of December, 2024

WITNESS:

(SEAL)

(IF INDIVIDUAL OR FIRM)

(SEAL)

ATTEST:

Weaver & Jacobs Constructors, Inc.
Principal

(SEAL)

(IF CORPORATION)

(SEAL)

Amerisure Mutual Insurance Company
Surety

By

Debra Lee Moon

(SEAL)
Attorney-in-Fact

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

AMERISURE
SURETY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

DEBRA LEE MOON, ANDREA ROSE CRAWFORD, SANDRA LEE RONEY, FAITH ANN HILTY,
TROY RUSSELL KEY, COLIN E. CONLY, ALLYSON W. DEAN, ANDREW PATRICK CLARK, and JOHN WILLIAM NEWBY

of Amerisure, LLC dba Mullis Newby Hurst, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of December 2024.

Christopher M. Spaude, Chief Financial Officer & Treasurer



Amerisure Mutual Insurance Company
Amerisure Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098

Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Amerisure Surety's toll-free telephone number for information or to make a complaint at:

1-800-257-1900

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 12030

Austin, TX 78711-2030

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Amerisure Surety's para obtener información o para presentar una queja al:

1-800-257-1900

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 12030

Austin, TX 78711-2030

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Weaver And Jacobs Constructors Inc.
Cuero, TX United States

Certificate Number:
2025-1264504

Date Filed:
02/04/2025

Date Acknowledged: *Jan*
2/04/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Calhoun County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024.06

Memorial Medical Center HVAC & Roof Improvements for Calhoun County

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



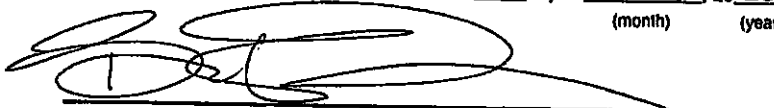
6 UNSWORN DECLARATION

My name is Brant Jacobs and my date of birth is [REDACTED]

My address is [REDACTED] Cuero TX 77954 United States
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dewitt County, State of Texas, on the 4 day of February, 20 25.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2025

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

PRODUCER Mullis Newby Hurst - Texas 5057 Keller Springs Rd. Suite 400 Suite 200 Addison TX 75001	CONTACT NAME: Nichelle Alger PHONE (A/C, No. Ext): 972-201-0109 E-MAIL ADDRESS: NAlger@acrisure.com FAX (A/C, No): 972-201-0123
INSURED Weaver & Jacobs Constructors, Inc. 301 Cooperative Way Cuero TX 77954	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company INSURER B: Amerisure Insurance Company INSURER C: Indian Harbor Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 733367296

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CPP20357111702	3/15/2024	3/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA20357101703	3/15/2024	3/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$		CU20357121702	3/15/2024	3/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC20357131503	3/15/2024	3/15/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/Professional		CEO742133602	3/15/2024	3/15/2025	Occurrence/Aggregate 5,000,000

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

The General Liability, Auto, and Umbrella policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto, and Umbrella policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Calhoun County
211 South Ann Street, 3rd Floor, Suite 301
Port Lavaca TX 77979

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

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Mullis Newby Hurst – Texas		NAMED INSURED Weaver & Jacobs Constructors, Inc. 301 Cooperative Way Cuero TX 77954
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto, Umbrella, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.

The Contractors Equipment policy includes a blanket Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

The Automobile policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

The Property policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

RE: Memorial Medical Center HVAC & Roof Improvements, District Wide Campuses, Port Lavaca, Texas 77979 / Contract Amount: \$33,273,021.00

Certificate Holder includes Calhoun County, their Employees, and G&W Engineers, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 60 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Mailing Address

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

Forms and Endorsements Schedule

Policy Number: CPP20357111702 Effective Date: 03/15/2024
 Named Insured: WEAVER & JACOBS CONSTRUCTORS, INC.

<u>Form Number</u>	<u>Description</u>
IL 01 68 03 12	TEXAS CHANGES - DUTIES
IL 09 11 11 85	SUPPLEMENTAL TO RETROSPECTIVE PREMIUM ENDORSEMENT - FINAL PREMIUM COMPUTATION
IL 09 85 12 20	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IL 70 66 07 14-BLK	(BLANKET) NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE - THIRD PARTY
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 01 03 06 06	TEXAS CHANGES
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 20 10 04 13	ADD'L INSURED-OWNERS, LESSEES OR CONTRACTORS/SCHEDULED PERSON OR ORGANIZATION
CG 20 32 04 13	ADD'L INSURED-ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSD
CG 20 32 12 19	ADD'L INSURED-ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSD
CG 20 37 04 13	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG 21 54 12 19	EXCLU-DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM
CG 21 60 09 98	EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 21 70 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 21 86 12 04	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 22 34 04 13	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
CG 22 79 04 13	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG 25 03 05 09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG 26 39 12 07	TEXAS CHANGES - EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 70 42 04 03	ASBESTOS EXCLUSION ENDORSEMENT
CG 70 45 11 09	TEXAS REPAIR AND REWORK COV: EXP INDEM FOR REPAIR OF YOUR PRODUCT OR YOUR WORK
CG 70 63 04 17	TEXAS CONTRACTORS GENERAL LIABILITY EXTENSION ENDT
CG 70 66 11 09	TEXAS LIMITED POLLUTION - "WORK SITES"
CG 71 17 01 01	EXCLUSION - LEAD POISONING OR CONTAMINATION
CG 71 34 04 05	BODILY INJURY DEFINITION MODIFICATION
CG 71 55 02 14	ELECTRONIC DATA LIABILITY
CG 72 46 07 13	EXCLUSION-CONDOMINIUM CONSTRUCTION-COMPLETED OPERATIONS
CG 73 24 03 23	CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED ENDORSEMENT - FORM A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CONTRACTOR'S GENERAL LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **EXCLUSIONS**, provisions 1. through 6. of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is changed accordingly). Provisions 1. through 6. of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

- A. Exclusion j. **Damage to Property**, subparagraph (2) is deleted.
- B. The following paragraph is deleted from Exclusion j. **Damage to Property**;
Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

- A. Exclusion j. **Damage to Property**, paragraphs (3), (4), and (6) do not apply to the use of elevators.
- B. Exclusion k. **Damage to Your Product** does not apply to:
 - 1. The use of elevators; or
 - 2. Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

- A. Exclusion j. **Damage to Property**, paragraphs (3) and (4) are deleted..
- B. Coverage under this provision 3. does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

- A. Exclusion n. **Recall of Products, Work or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:
 - 1. Failure of any products to accomplish their intended purpose;
 - 2. Breach of warranties of fitness, quality, durability or performance;
 - 3. Loss of customer approval or any cost incurred to regain customer approval;
 - 4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;
 - 5. Caprice or whim of the insured;
 - 6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
 - 7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 - 8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.
- B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph 3. is replaced in its entirety as follows and paragraph 8. is added:
 - 3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
 - b. "Product recall expenses".
- 8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.
- 5. **NONOWNED WATERCRAFT**
 Exclusion g. Aircraft, Auto or Watercraft, paragraph (2) is deleted and replaced with the following:
 [This exclusion does not apply to:]
 - (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry any person or property for a charge;
- 6. **BLANKET CONTRACTUAL LIABILITY – RAILROADS**
 Under **SECTION V – DEFINITIONS**, paragraph c. of "Insured Contract" is deleted and replaced by the following:
 - c. Any easement or license agreement;
 Under **SECTION V – DEFINITIONS**, paragraph f.(1) of "Insured Contract" is deleted.
- 7. **CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY**
 Under **SECTION I – COVERAGE B.**, paragraph 2. Exclusions, paragraph e. **Contractual Liability** is deleted.
- 8. **SUPPLEMENTARY PAYMENTS**
 Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraph 1.b. is deleted and replaced with the following:
 - 1. b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 9. **BROADENED WHO IS AN INSURED**
SECTION II – WHO IS AN INSURED is deleted and replaced with the following:
 - 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or volunteer worker as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services except as provided in Provision 10. of this endorsement.

Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to your "employees" who are:

- (i) Managers;
- (ii) Supervisors;
- (iii) Directors; or
- (iv) Officers;

with respect to "bodily injury" to a co-"employee".

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only;
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

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- f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- h. Any person or organization who is the lessor of equipment leased to you, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision. However, if you have entered into a construction contract subject to Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code with the additional insured, the insurance afforded to such person(s) or organization(s) only applies to the extent permitted by Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code.

No such person or organization, however, is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work." However, if you have entered into a construction contract subject to Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code with the additional insured, the insurance afforded to such person only applies to the extent permitted by Subchapter C of the Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code.

No architect, engineer, or surveyor, however, is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph i. does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract or written agreement requires primary and non-contributory coverage, the insurance provided by paragraphs f. through i. above will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the end of the policy period;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;

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- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph 4. does not apply to any insured person or organization from which you have acquired "your products", or any ingredient, part, or container, entering into, accompanying or containing "your products". This paragraph 4. also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 9., **SECTION II – WHO IS AN INSURED**, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION III – LIMITS OF INSURANCE**, provisions 11. through 14. of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract or written agreement. As respects this provision 12., your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

13. INCREASED MEDICAL PAYMENTS LIMITS

A. **SECTION III – LIMITS OF INSURANCE**, paragraph 7., the Medical Expense Limit, is subject to all the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision 13. does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph 2. Exclusions;
2. **SECTION IV**, paragraph 4.b. Excess Insurance.

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph 6., is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision 14. does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2.

Exclusions, j. Damage to Property, the first paragraph following paragraph (6) is deleted and replaced with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision 15. is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions 16. through 18. of this endorsement amend the policy as follows:

16. BROADENED KNOWLEDGE OF OCCURRENCE

Under 2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers," directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
 - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph 6. Representations is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph 8. Transfer of Rights Of Recovery Against Others To Us is deleted and replaced with the following:

- 8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph 2.b. of A. Cancellation of the COMMON POLICY CONDITIONS is deleted and replaced with the following:

- b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 9. When We Do Not Renew is deleted and replaced with the following:

9. When We Do Not Renew

- a. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
- b. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

20. MOBILE EQUIPMENT REDEFINED

Under SECTION V – DEFINITIONS, paragraph 12. "Mobile equipment", paragraph f. (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight that are not designed for highway use.

21. ADDITIONAL DEFINITIONS

- 1. SECTION V – DEFINITIONS, paragraph 4. "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

- 2. SECTION V – DEFINITIONS is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
 - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and

- (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

22. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph 2. Exclusions, subparagraph a. Expected Or Intended Injury is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

23. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **SECTION I – COVERAGE A.**, paragraph 2. Exclusions, exclusion k. Damage to Your Product and exclusion l. Damage to Your Work are deleted and replaced with the following:

[This insurance does not apply to:]

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) "Collapse"; or
- (4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) Fire;
 - (b) Smoke;
 - (c) "Collapse"; or
 - (d) Explosion.

For purposes of exclusion l. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

- B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

24. BROADENED BODILY INJURY COVERAGE

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

3. "Bodily injury"

a. Means physical:

- (1) Injury;**
- (2) Disability;**
- (3) Sickness; or**
- (4) Disease;**

sustained by a person, including death resulting from any of these at any time.

b. Includes mental:

- (5) Anguish;**
- (6) Injury;**
- (7) Humiliation;**
- (8) Fright; or**
- (9) Shock;**

directly resulting from any "bodily injury" described in paragraph 3.a.

c. All "bodily injury" described in paragraph 3.b. shall be deemed to have occurred at the time the "bodily injury" described in paragraph 3.a. occurred.

25. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A. for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and**
- B. for "your work" performed within the "products-completed operation hazard"; and**
- C. for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and**
- D. that designated project is now complete;**

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the state statute of repose of the project location. These limits are inclusive of and not in addition to the replaced limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED
ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP20357111702	Agency Number 0775315	Policy Effective Date 03/15/2024
Policy Expiration Date 03/15/2025	Date 03/14/2024	Account Number 20011131
Named Insured WEAVER & JACOBS CONSTRUCTORS, INC.	Agency MULLIS NEWBY HURST	Issuing Company AMERISURE INSURANCE COMPANY

A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

1. Any person or organization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".
2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
 - a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
 - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph A.1 is limited as follows:

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.
2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".
2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
 - a. The preparing, approving, or failing to prepare or approve:
 - (1) Maps;
 - (2) Drawings;
 - (3) Opinions;
 - (4) Reports;
 - (5) Surveys;
 - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

- D. The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

- E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

- a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 60 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Mailing Address

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ \$250.00

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, A.1. Who Is An Insured is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow and while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

 - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";
 - (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
 - (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and

Includes copyrighted material of Insurance Services Office, Inc.

(c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

2. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **Section II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced as follows:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

Under **SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS**, paragraph 5. **Fellow Employee** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph a. above.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work.

We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions**, paragraph b. **Loss Of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph b. is replaced by the following:

b. For Hired Auto Physical Damage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employees" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. LOAN OR LEASE GAP COVERAGE

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Section of the policy; and
- (b) Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by a lessor; and
 - (5) Carry-over balances from previous loans or leases.

6. RENTAL REIMBURSEMENT

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions**, paragraph a. **Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to \$75 per day to a maximum of \$2,000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.

- (2) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

7. AIRBAG COVERAGE

Under **SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS**, paragraph 3. is deleted and replaced by the following:

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
- (1) Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
 - (2) Blowouts, punctures or other road damage to tires.

8. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Section III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

9. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

Under **Section III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended to add the following:

When there is a loss to your covered "auto" insured for Collision Coverage, no deductible will apply if the loss was caused by a collision with another "auto" insured by us.

10. KNOWLEDGE OF ACCIDENT

Under **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

11. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Under **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the "insured" has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

12. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS , B. General Conditions , paragraph 2. Concealment, Misrepresentation Or Fraud** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

— The exception contained in paragraph H.3. relating to construction or demolition operations on or within 50 feet of a railroad; and

— Paragraph H.a.

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.



AMERISURE MUTUAL INSURANCE COMPANY
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
INFORMATION PAGE

WC 00 00 01A (01-10)

NCCI Code No. 15660

Issuing Office

DALLAS BRANCH

POLICY NUMBER
WC 20357131503

Renewal of
WC 20357131502

Agent
0775315

Producer
MULLIS NEWBY HURST

Item 1. Name of Insured and Address. For Additional Named Insureds,
See Extension of Information Page - Item 1 - Named Insureds
WEAVER & JACOBS CONSTRUCTORS, INC.
301 COOPERATIVE WAY
CUERO, TX 77954

☒ Individual Corporation or ☐ Partnership

FEIN 260036919

INTRA NO. TX 420911742

INTER NO.

CUSTOMER NO. 20011131

GROUP:

For Other Workplaces Not Shown Here, See Extension of Information Page - Item 1 - Other Workplaces

Item 2. Policy Period: from
03/15/2024 TO 03/15/2025

12:01 A.M. Standard time at the insured's mailing address

Item 3. A. Worker's Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
TX

B. Employers Liability Insurance: Part Two of the Policy applies to work in each state listed in Item 3A.
The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$1,000,000	each accident
Bodily Injury by Disease:	\$1,000,000	each employee
Bodily Injury by Disease:	\$1,000,000	policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All States and U.S. territories except North Dakota, Ohio, Washington, Wyoming, Puerto Rico, the U.S. Virgin Islands, and states designated in 3.A. of the Information Page.

D. This policy includes these endorsements: SEE EXTENSION OF INFORMATION PAGE - Item 3D - Endorsement Schedule

Item 4. The Premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans.
All information required below is subject to verification and change by audit.
ADJUSTMENTS OF PREMIUM SHALL BE MADE ANNUALLY

SEE EXTENSION OF INFORMATION PAGE -
ITEM 4 - CLASSIFICATION SCHEDULE
EXPENSE CONSTANT

TOTAL ESTIMATED ANNUAL PREMIUM

POLICY MINIMUM PREMIUM

PAID LOSS RETROSPECTIVE RATING PLAN
DIVIDEND PLAN:
SAFETY GROUPS

Countersigned This
Issue Date 03/14/2024

Day of
INSURED COPY

,20

Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 0.020 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: \$3,019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 60

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

SCHEDULE

Name of Person or Organization

The Name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

Mailing Address

The Mailing Address is the address shown for that person or organization in that certificate of insurance.

SCHEDULE OF UNDERLYING INSURANCE

The Schedule of Underlying Insurance is part of Policy No. CU 20357121702

Carrier, Policy Number, Policy Period	Type of Policy	Limits of Liability	
AMERISURE MUTUAL INSURANCE COMPANY WC 2035713503 03/15/2024 - 03/15/2025	Standard Workers Compensation and Employers Liability	Employers Liability \$1,000,000 \$1,000,000 \$1,000,000	Bodily Injury by Accident - each accident Bodily Injury by Disease - each employee Bodily Injury by Disease - policy limit
AMERISURE INSURANCE COMPANY CPP20357111702 03/15/2024 - 03/15/2025	General Liability	Each Occurrence \$1,000,000 Personal & Advertising Injury (Any one person or organization) \$1,000,000 Aggregates \$2,000,000 \$2,000,000	General Aggregate Products - completed operations Aggregate
AMERISURE MUTUAL INSURANCE COMPANY CA 20357101703 03/15/2024 - 03/15/2025	Automobile Liability	Each Accident \$1,000,000	
EXCLUDED	Employee Benefits Liability		Each Employee Annual Aggregate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
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COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 60 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

Mailing Address

The address shown for that person or organization in that certificate of insurance

AMENDMENT NO. 1

Memorial Medical Center HVAC & Roof Improvements for Calhoun County, Texas

THIS AMENDMENT, MADE ON THE 7th DAY OF February, 2025 by and between Weaver & Jacobs Constructors, Inc. hereinafter called the "Contractor", and the Calhoun County, Texas hereinafter called the "Owner."

Description of Amendment:

Revised 00 8200 Bond and Insurance Requirements that includes the following additional language under Insurance Requirements at .02(a):

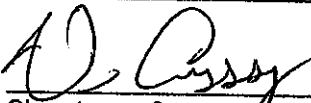
7. Umbrella Policy

In the event that CONTRACTOR provides OWNER a Certificate of Coverage including an Umbrella Policy that provides extended coverage for General Liability Policy and Auto Policy coverage by no less than \$5,000,000 for each occurrence and in aggregate, and provided that all other requirements of the contract are met, including specifically the requirement to name CALHOUN COUNTY, CALHOUN COUNTY's Employees and OWNER's Engineer as ADDITIONAL INSURED, coverages for Commercial General Liability shall be required to have at least the following limits.

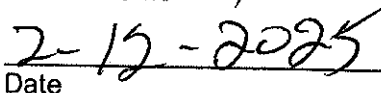
A. General Aggregate	\$2,000,000
B. Products-Completed Operations Aggregate	\$2,000,000
C. Personal and Advertising Injury	\$1,000,000
D. Each Occurrence	\$1,000,000
E. Fire Damage	\$ 100,000

All other terms and conditions of the Contract Documents are to remain unchanged.

Calhoun County, Texas


Signature: Owner


Printed Name


Date

Weaver & Jacobs Constructors, Inc.


Signature: Contractor

Brant Jacobs
Printed Name

2/10/2025
Date

15

15. Consider and take necessary action to approve the Specifications and the Project Manual for Bid Number 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion, Seadrift, Texas and authorize the County Auditor and Urban Engineering to advertise for bids. A Pre-Bid Conference will be held at 10:00 am, Tuesday, March 4, 2025 at the Bill Sanders Park located off Swan Point Road in Seadrift, Texas. Bids will be due on Thursday, March 27, 2025. (GDR)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

PROJECT MANUAL

FOR

**BID NO. 2025.05 – CALHOUN COUNTY
BILL SANDERS PARK – SWAN POINT PAVILION
SEADRIFT, TEXAS**

FEBRUARY 2025

PREPARED BY:

**URBAN ENGINEERING
TREF# F-160
CONSULTING ENGINEERS
2004 N. COMMERCE ST.
VICTORIA, TEXAS 77901-5510
U.E. JOB NO. E25470.02**



[Handwritten Signature]
2/7/25

INTRODUCTORY INFORMATION

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00015	List of Drawings

PROJECT MANUAL

FOR

**BID NO. 2025.05 – CALHOUN COUNTY
BILL SANDERS PARK – SWAN POINT PAVILION
SEADRIFT, TEXAS**

FEBRUARY 2025

PREPARED BY:

**URBAN ENGINEERING
TREF# F-160
CONSULTING ENGINEERS
2004 N. COMMERCE ST.
VICTORIA, TEXAS 77901-5510
U.E. JOB NO. E25470.02**



M. A. Glaze PE

2/7/25

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BIDDING REQUIREMENTS

- 00100 Bid Solicitation**
- 00200 Instructions to Bidders**
- 00410 Bid Form**
- 00430 Bid Form Supplements**
- 00450 Representations and Certifications**
- 00490 Bidding Addenda**

**INVITATION TO BID
FOR
BID NO. 2025.05 – CALHOUN COUNTY
BILL SANDERS PARK – SWAN POINT PAVILION
SEADRIFT, TEXAS**

Notice is hereby given that the Commissioners Court of Calhoun County, Texas will receive bids for:

Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion, Seadrift, Texas

The project consists of the construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas.

Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

A **Pre-Bid Conference** will be held at **10:00 a.m. on Tuesday, March 4, 2025** at the Bill Sanders Park located off Swan Point Road in Seadrift, Texas. All Bidders and Plan Holders are strongly urged to attend. **Please check County website, under Public Notices, for any new or updated schedule changes for the Pre-Bid Conference.**

Sealed Bids consisting of one USB flash drive and one original and three printed copies are due before 2:00:00 p.m. on Thursday, March 27, 2025. At this time, all bids will be publicly opened and read aloud at the County Judge's office in the Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

All bids (one USB flash drive and one original and three printed copies) must be delivered to the Office of the Calhoun County Judge in a sealed 9 x 12 or larger envelope and clearly marked **Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion, Seadrift, Texas.** Calhoun County does not accept faxed or emailed bids. Any bids received after the due date and time will be returned unopened.

Sealed Bids may be hand delivered or mailed to:

Honorable Vern L. Lyssy, County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Bidders must submit with their bid a bid bond, cashier's or certified check payable without recourse to the order of Calhoun County, Texas in an amount not less than five percent (5%) of the bid submitted as a guarantee that the Bidder will enter into a contract and execute bonds and guarantee in the forms provided within fifteen (15) days after Notice of Award of contract to him. Bids submitted without the required security will not be considered.

All contractors and subcontractors must be cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the contractor. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, Section 3 Businesses, and Labor Surplus Area Firms are encouraged to submit bids.

Calhoun County reserves the right to reject any or all bids or to waive any informalities in the bidding and to award to the responsible bidder submitting the best qualified acceptable bid who, in the opinion of Calhoun County, offers the bid in the best interest of the County. Bids may be held by Calhoun County for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the Bidders' qualifications prior to the contract award.

The successful Bidder will be required to purchase and furnish a Performance Bond and a Payment Bond, each in the amount of the contract, written by a responsible surety company, authorized to do business in the State of Texas, as required by Article 5160, V.A.T.C.S., as amended by H.B. 344, passed by the 56th Legislature, Regular Session, 1959.

Information for Bidders, bid forms, specifications and plans are available for inspection during regular business hours at Urban Engineering, 2004 N. Commerce Street, Victoria, Texas 77901, (361) 578-9836.

Prospective Bidders may obtain complete copies of the plans, project manual and specifications from Urban Engineering. An electronic file copy is available at no charge or a printed copy is available for a non-refundable fee of \$100.00 per copy. It is recommended that Bidders obtain a complete copy of the Bidding Documents from Urban Engineering to submit a bid.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services.

Candice Villarreal
County Auditor
Calhoun County, Texas

Publish: February 19, 2025
 February 26, 2025

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. *Bidder*--The individual or entity who submits a Bid directly to OWNER.
- B. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered is Urban Engineering, 2004 N. Commerce Street, Victoria, TX 77901, (361) 578-9836.
- C. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. If the deposit sum, if any, stated in the Advertisement or Invitation to Bid is refundable, the deposit sum will be refunded upon return to the Issuing Office of the Project Manual and Plans, in good condition, within 10 days of Bid Opening.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

- A. Completed Statement of Bidder's Qualifications

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:

- 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at the location, time and date indicated in the Advertisement or Invitation to Bid. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective

Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on the form attached) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which the Work is to be substantially completed and ready for final payment is set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and OWNER may consider such price adjustment in evaluating Bids and making the contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from ENGINEER.

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed

and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid form, and, if required, the Bid Bond. The Bid must be submitted on the forms

provided. The unbound copy of the Bid form is to be completed and submitted with the Bid security and the following data:

- A. Schedule of Proposed Subcontractors;
- B. Statement of Bidder's Qualifications;
- C. Affidavit;
- D. Certificate of Liability Insurance;
- E. Conflict of Interest Questionnaire Form CIQ;
- F. Certification Regarding Debarment & Suspension and Other Responsibility Matters;
- G. Certification Regarding Lobbying;
- H. Disclosure of Lobbying Activities and Instructions;
- I. House Bill 89 Verification;
- J. Residence Certification;
- K. System for Award Management (Print out of search results);
- L. W-9.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the location indicated in the Advertisement or Invitation to Bid.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When ENGINEER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to ENGINEER. Within fifteen days thereafter, ENGINEER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 OWNER is exempt from state and local sales tax pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act. Refer to paragraph 6.10.A of the Supplementary Conditions for additional information.

ARTICLE 23 - RETAINAGE

23.01 CONTRACTOR is not allowed to deposit securities in lieu of retainage. _____

ARTICLE 24 - CONTRACTS TO BE ASSIGNED - Not Applicable

ARTICLE 25 - PARTNERING - Not Applicable

BID FORM

PROJECT IDENTIFICATION:

Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion
Seadrift, Texas

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2025.05

THIS BID IS SUBMITTED TO:

The Honorable Vern L. Lyssy, Calhoun County Judge
Calhoun County Courthouse
211 S. Ann Street, Suite 301
Port Lavaca, Texas 77979

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) on the following page(s):

BID NO. 2025.05 - CALHOUN COUNTY					
BILL SANDERS PARK - SWAN POINT PAVILION					
(BIDDER)					
PREPARED BY: URBAN ENGINEERING					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
GENERAL					
1.	Mobilization, Insurance and Bonds (Maximum 10% of Base Bid)	1	LS	\$	\$
SUBTOTAL GENERAL					
IMPROVEMENTS					
2.	Pavilion	1,705	SF	\$	\$
3.	Concrete Flatwork	2,146	SF	\$	\$
4.	Select Fill	2,124	SF	\$	\$
SUBTOTAL IMPROVEMENTS					
TOTAL BASE BID					

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

It is the intent of the OWNER to award a Contract for all work items and quantities listed on the Bid Form. In the event that the low Bid submitted by a qualified Bidder exceed the funds budgeted for this Project, the OWNER reserves the right to reduce the scope of the work so that the Project can be completed within the budgeted amount; this may be done by eliminating any or all parts of the Project. The Bidder hereby agrees to maintain the unit prices shown on the Bid Form should this reduction in the scope of the work be necessary.

6.01 Bidder agrees that the Work will be substantially complete within _____ calendar days (TO BE FILLED IN BY BIDDER) after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 14 calendar days after the date of substantial completion.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following document(s) are attached to and made a condition of this Bid:

- A. Required Bid Security in the form of _____ (specify type of Bid Security: Bond, Cashier's Check, Certified Check);
- B. Schedule of Proposed Subcontractors to be identified in this Bid;
- C. Statement of Bidder's Qualifications with supporting data;
- D. Affidavit;

- E. Certificate of Liability Insurance;
- F. Conflict of Interest Questionnaire Form CIQ;
- G. Certification Regarding Debarment & Suspension and Other Responsibility Matters;
- H. Certification Regarding Lobbying;
- I. Disclosure of Lobbying Activities and Instructions;
- J. House Bill 89 Verification;
- K. Residence Certification;
- L. System for Award Management (Print out of search results);
- M. W-9.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on _____

State Contractor License No. _____ (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID BOND**BIDDER** (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER**SURETY**_____
Bidder's Name and Corporate Seal (Seal)_____
Surety's Name and Corporate Seal (Seal)By: _____
Signature and TitleBy: _____
Signature and Title
(Attach Power of Attorney)Attest: _____
Signature and TitleAttest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

SCHEDULE OF PROPOSED SUBCONTRACTORS

Bidder proposes the following subcontractors to be used for major portions of the Project. All major subcontractors must be listed and submitted with the Bid. Bidder may change subcontractors after Bid submittal only as approved by the Engineer. Major subcontractors are those who will do work having a total value of more than five percent (5%) of the Contract amount. The maximum total value of work performed by all subcontractors on the Project shall not exceed seventy-five percent (75%) of the Contract amount.

Subcontractor	Address & Telephone Number	Speciality	Subcontract Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: _____

Address: _____

Date Organized: _____ Date Incorporated: _____

Number of years in contracting business under present name: _____

CONTRACTS ON HAND:

Contract	Dollar Amount	Completion Date

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

List the projects most recently completed by your firm (include projects of similar importance):

Project	Dollar Amount	Mo/Yr Completed

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook or composition paper.

By: _____ (Signature) _____ (Title)
 _____ (Print Name)

County of _____

Notary Signature

Printed Name _____

In and for the State of _____

Commission Expires _____

STATE OF TEXAS

{ }

COUNTY OF _____

{ }

AFFIDAVIT

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Signature of Notary Public

Notary Stamp/Seal

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a - d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy.

However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)

as defined in Government Code §2252.001 and our principal place of business is

(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

INSERT

SYSTEM FOR AWARD MANAGEMENT (SAM) RECORD SEARCH FOR COMPANY AND COMPANY'S PRINCIPAL(S)

- Company, Corporation, Firm or Partnership, and its Principals, must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) or the State of Texas Comptroller Debarred Vendor List and must have an active registration with the System for Award Management (www.SAM.gov).

Include verification that your Company, Corporation, Firm or Partnership is registered and that the Company, Corporation, Firm or Partnership, and its Principals, are not listed (are not debarred) through the System for Award Management (www.SAM.gov).

Include a printout of the search results that includes the required information and the record date.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

00490
BIDDING ADDENDA

CONTRACTING REQUIREMENTS

- 00510 Notice of Award**
- 00520 Agreement Form**
- 00550 Notice to Proceed**
- 00610 Bonds**
- 00620 Certificates**
- 00640 Release of Liens**
- 00700 General Conditions**
- 00800 Supplementary Conditions**
- 00810 Calhoun County General Conditions**
- 00940 Modifications**

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CONTRACT: Construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for _____

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your Contract is _____ Dollars (\$_____).

One (1) copy of the proposed Contract Documents (except Drawings) accompanies this Notice of Award. Two (2) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the ENGINEER one (1) fully executed set of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20) and General Conditions (paragraph 5.01).

EJCDC No. 1910-22 (1998 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Upon execution by the OWNER, one fully executed copy of the Contract Documents will be returned to you by the ENGINEER.

By: _____
Matt A. Glaze, P.E.
Vice President

E25470.02 - Notice of Award
02/25

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between CALHOUN COUNTY, (hereinafter called OWNER), and _____, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described as the Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion.

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Urban Engineering who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within _____ calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **14** calendar days after the date of substantial completion.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if

the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$300.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$300.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Contractor's Bid in the amount of \$_____ for the Total Base Bid, attached hereto as an exhibit. As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the first day of each month during performance of the Work as provided in paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. Ninety percent (90%) of Work completed (with the balance being retainage); and
 - b. Ninety percent (90%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Other Bonds;
 - 5. General Conditions;
 - 6. Supplementary Conditions;
 - 7. General Conditions – Calhoun County
 - 8. Specifications as listed in the Table of Contents of the Project Manual;
 - 9. Drawings as listed on page 00015-1 of the Project Manual;
 - 10. Addenda;
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR's Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents described in paragraph 8.01.A. are incorporated into this Agreement for all purposes as if set forth verbatim herein.
- C. There are no Contract Documents other than those listed above in this Article 8.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.
- E. All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

[The rest of this page is intentionally blank.]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed by their duly authorized officials in one original. Additional copies of the original executed Agreement will be distributed to all appropriate parties.

The effective date of this Agreement will be _____.

OWNER:

CONTRACTOR:

CALHOUN COUNTY

By: _____
Vern L. Lyssy, County Judge

By: _____

(Corporate Seal)

(Corporate Seal)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Calhoun County Courthouse
211 S. Ann Street, Suite 301
Port Lavaca, Texas 77979

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process: _____

*(If Contractor is a corporation or a partnership,
attach evidence of authority to sign.)*

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CONTRACT: Construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion

You are notified that the Contract Times under the above Contract will commence to run on _____, _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, _____ and the date of readiness for final payment is _____, _____.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

URBAN ENGINEERING

By: _____
Matt A. Glaze, P.E.
Vice President

Copy to OWNER

EJCDC No. 1910-23 (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

- 1 The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
- 2 If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
 - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.
6. Reserved
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER'S priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a first-tier Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion

OWNER: Calhoun County

CONTRACTOR: _____

CONTRACT DATE: _____

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, _____,

SURETY COMPANY, on bond of CONTRACTOR, hereby approves of the final payment to the CONTRACTOR, and agrees that final payment to the CONTRACTOR shall not relieve the SURETY COMPANY of any of its obligations to OWNER as set forth in the said SURETY COMPANY's bond.

IN WITNESS WHEREOF, the SURETY COMPANY has hereunto set its hand this _____ day of _____, _____.

ATTEST:

SURETY COMPANY

Signature of Authorized Representative

Title

(SEAL)

APPLICATION FOR PAYMENT NO. _____

To: Calhoun County (OWNER)

From: _____ (CONTRACTOR)

Contract: Construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas.

Project: Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion

OWNER's Contract No.: Bid No. 2025.05

ENGINEER's Project No.: E25470.02

For Work accomplished through the date of: _____

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work: \$ _____	
	_____ % of stored material: \$ _____	
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Applications for Payment:	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation:

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated _____

CONTRACTOR

By: _____

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

URBAN ENGINEERING

Dated _____

By: _____

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Application No.: _____ Date: _____

E25470.02 - Application for Payment
02/25

CERTIFICATE OF INSURANCE
(Sample Form)
(This can be replaced with form from Insurance Company)

Owner of Project: _____

Address of Owner: _____

Project to be Performed by Insured: _____

Date of Certificate: _____

THIS IS TO CERTIFY THAT _____
(Name and Address of Insured)

is, at this time, insured by this company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by this company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy Number	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				
Contingent Liability				
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing policies (do) (do not) cover all subcontractors.

Locations covered: _____

Description of operations covered: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER: Calhoun County

CONTRACTOR:

CONTRACT: Construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion

OWNER's CONTRACT NO.: Bid No. 2025.05

ENGINEER's PROJECT NO.: E25470.02

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
CALHOUN COUNTY
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that the Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, _____
(Date)

URBAN ENGINEERING
(ENGINEER)

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, _____
(Date)

(CONTRACTOR)

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, _____
(Date)

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE _____

OWNER: Calhoun County
CONTRACTOR: _____
CONTRACT DATE: _____
CONTRACT AMOUNT: _____
CONTRACT: Construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas
PROJECT: Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion
OWNER's CONTRACT NO: Bid No. 2025.05 ENGINEER's PROJECT NO.: E25470.02

This Certificate of Final Completion applies to all Work under the Contract Documents.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that the Work is hereby declared to be complete in accordance with the Contract Documents on

DATE OF FINAL COMPLETION

Executed by ENGINEER on _____,
(Date)

URBAN ENGINEERING
(ENGINEER)

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on _____,
(Date)

(CONTRACTOR)

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on _____,
(Date)

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

AFFIDAVIT OF ALL BILLS PAID

THE STATE OF _____

COUNTY OF _____

_____ personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he/she is a duly authorized representative of the Contractor, _____, and that the Contract for the **Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion** has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection with this Project have been fully paid.

Signature

Typed Name

Title

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Signature

Printed Name

In and for the State of _____

Commission Expires

GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, _____
("CONTRACTOR"), of the City of _____, County of _____,
and State of _____, as CONTRACTOR for the Bid No. 2025.05 – Calhoun
County Bill Sanders Park – Swan Point Pavilion, jointly and severally represent, warrant, and
guarantee as follows:

1. That all of the work ("Work") contemplated by that certain Contract dated _____,
_____, between Calhoun County ("OWNER") and _____
_____ (the undersigned CONTRACTOR) has been
completed in accordance with the plans, specifications, and change orders referred to
therein.
2. That all Work is free from faulty material in every particular throughout.
3. That all Work is free from improper workmanship throughout.
4. That all Work is guaranteed against unusual damage from proper and usual wear.
5. That CONTRACTOR will replace and/or re-execute, without cost to the OWNER such work
as may be found to be defective or not completed in accordance with Contract Documents
and Modifications, and will make good all damages caused to other work or materials as a
result of such defective work or its required replacement or re-execution.
6. That CONTRACTOR agrees to replace and/or re-execute defective or improperly completed
work for maintenance and all other purposes found within one (1) year after the date of final
and unconditional acceptance of the Work by OWNER as evidenced by OWNER's
Certificate of Acceptance of Work and/or the date of OWNER'S written acceptance of Work.
7. That CONTRACTOR agrees in the event that CONTRACTOR attempts to replace and/or re-
execute defective or improperly completed work during the initial one (1) year period of this
Guarantee, but CONTRACTOR does not properly replace and/or re-execute such defective
or improperly completed work, then the Guarantee period may be extended by OWNER at its
sole option for an additional period necessary for proper replacement and/or re-execution of
the Work by the CONTRACTOR within the terms of this Guarantee.
8. That CONTRACTOR agrees the one (1) year period of this Guarantee will not limit
OWNER's other rights under common law to have defects remedied when discovered after
one (1) year.
9. That notice of defective or improperly completed work shall be made in writing by certified or
registered mail, return receipt requested, and addressed as follows:

OWNER: Calhoun County
 Calhoun County Courthouse
 211 S. Ann Street, Suite 301
 Port Lavaca, Texas 77979

CONTRACTOR: _____

EXECUTED on this the _____ day of _____, _____.

CONTRACTOR

(Signature)

By: _____

Title: _____

FINAL WAIVER OF LIEN RIGHTS

FROM: _____ (Contractor)

TO: Calhoun County (Owner)

PROJECT: Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion

1. The undersigned does hereby waive, release, and surrender any claim, lien, or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment, or other work, rent services, or supplies, heretofore furnished in and for the construction improvement, alteration or additions to the above-described project prior to the date hereof.
2. The undersigned further states that "Pay Estimate No. _____" attached hereto, as it relates to construction costs payable pursuant to its construction contract with Calhoun County is accurate as of the date hereof and that there are no mechanics' or materialmen's liens outstanding at the date of this Waiver. All due and payable bills with respect to the work performed by CONTRACTOR have been paid to date or are included in the amount requested in the attached Final Pay Estimate and there is no known basis for the filing of any mechanics' or materialmen's liens against the land or improvements of the OWNER; and waivers from all subcontractors and materialmen of subcontractor for work done and materials furnished have been obtained in such form as to constitute an effective waiver of all such liens under the laws of the State of Texas.
3. This Waiver of Lien Rights:
 - a. is given to secure payment for the work under the CONTRACTOR's construction contract in the amount of \$ _____ as indicated in the attached Pay Estimate No. _____ Final;
 - b. will be fully effective upon receipt of said payment in full.
4. In further consideration of the payment as above set forth, and to induce the OWNER to make said payment, the undersigned agrees to defend and hold harmless the OWNER, Calhoun County, OWNER's lender, and/or any principal or surety from any claims hereinafter made by the undersigned and/or its employees, agents, servants, or assigns of such parties against the project.
5. The undersigned further states that upon receipt of the amount specified in Section 3(a) above, CONTRACTOR will have been fully paid for all sums due from OWNER under the construction contract and due from and after such receipt CONTRACTOR shall have no right or claim to any further payment from OWNER for any materials furnished or work performed by CONTRACTOR or by any person or entity claiming by, through, or under CONTRACTOR.

6. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for the purposes of this instrument.

Dated this _____ day of _____, _____.

CONTRACTOR

(Signature)

By: _____

Title: _____

STATE OF _____ §
COUNTY OF _____ §
§

The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this _____ day of _____, _____, by _____, as _____ of _____.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public Signature

Printed Name

Commission Expires

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General  Contractors of America

Construction Specifications Institute



These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable

television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER

any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical

or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error,

ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to

OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific

written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and
2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except

Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection

therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was

not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm

such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the

requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER

and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form

that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued

and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties

in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor,

transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other

Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A

and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall

submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against

OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant

thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations

and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written

notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for

review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or

for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CON-

TRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and

programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER

informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be

accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the

interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and

other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's

correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days

after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed

to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as

CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages

within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no

demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

- b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph

12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection

therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or

Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not

promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in

paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise

by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is

substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree

constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the

final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's

continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equip-

ment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as

either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-1.01.A.20 ENGINEER's Consultant(s) include:

Urban Surveying, Inc.
2004 N. Commerce Street
Victoria, TX 77901-5510
(361) 578-9837

SC-1.01.A.40 Add the following sentence at the end of paragraph 1.01.A.40:

The Site of the work is within Calhoun County, Texas and is more clearly defined on the Location Map in the accompanying Drawings.

SC-4.02.A.1 Geotechnical data, if any, is available from the Engineer upon request.

SC-4.06.A There are no known hazardous environmental conditions at the Site.

SC-5.04.B.1 Add the following new paragraph immediately after paragraph 5.04.B.1:

The following entities shall be listed as additional insureds and certificate holders to all policies required by paragraphs 5.04.A.3 through 5.04.A.6, inclusive:

Urban Engineering
2004 N. Commerce Street
Victoria, Texas 77901-5510

Calhoun County
211 S. Ann Street, Suite 301
Port Lavaca, Texas 77979

SC-5.04.B.2 Add the following new paragraphs immediately after paragraph 5.04.B.2:

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for damages arising out of bodily or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than Two Million Dollars (\$2,000,000.00) in any one occurrence.

Property Damage Insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount. The Property Damage portion of this coverage shall include, where applicable, explosion, collapse and underground exposure coverage.

Automobile Liability and Property Damage Insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury or death of one person and not less than Five Hundred Thousand Dollars (\$500,000.00) in any one occurrence; and Property Damage Limits of not less than Three Hundred Thousand Dollars (\$300,000.00) in any one occurrence.

SC-5.06 Delete 5.06 in its entirety.

SC-5.07 Delete 5.07 in its entirety.

SC-5.08 Delete 5.08 in its entirety.

SC-5.10 Delete 5.10 in its entirety.

SC-6.02.B Add the following new paragraph immediately after paragraph 6.02.B:

Work shall not be performed without written permission of the OWNER on the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

SC-6.06.B Add the following new paragraph immediately after paragraph 6.06.B:

All major subcontractors must have been listed and submitted with the Bid. Bidder may change subcontractors after Bid submittal only as approved by the Engineer. Major subcontractors are those who will do work having a total value of more than five percent (5%) of the Contract amount. The maximum total value of work performed by all subcontractors on the Project shall not exceed seventy-five percent (75%) of the Contract amount.

SC-6.10.A Delete paragraph 6.10.A in its entirety and insert the following in its place:

OWNER is exempt from state and local sales tax pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rent or lease of all materials, supplies and equipment used or consumed in the performance of this contract may be exempted by issuing to suppliers an exemption certificate in lieu of the tax. The exemption certificate complies with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of the tax shall be subject to the provisions of the State Comptroller of Public Accounts Ruling No. 95-0.09 as amended to be effective October 2, 1968. CONTRACTOR shall pay any and all other taxes for the Work provided by CONTRACTOR which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

SC-7.01 Related Work at Site

OWNER reserves the right to perform additional work on the Project Site concurrent with this contract.

SC-9.03.A Add the following new paragraphs immediately after paragraph 9.03.A:

The duties and responsibilities of OWNER's Onsite Representative are limited and described as follows:

OWNER's Onsite Representative shall only observe, monitor and inspect CONTRACTOR's work in progress for the sole benefit of OWNER to determine if the work is proceeding in accordance with the job specifications set forth by the Project ENGINEER in the Contract Documents for this specific project. At the request of ENGINEER or CONTRACTOR and at OWNER's sole discretion, OWNER may provide a copy of the results of said observations, monitoring and inspections to ENGINEER or CONTRACTOR.

OWNER's Onsite Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).
2. Undertake any of the responsibilities or obligations of the Project ENGINEER or of a CONTRACTOR, Subcontractor, Supplier or a CONTRACTOR's or a Subcontractor Superintendent.
3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the work unless such advice or directions are specifically required on the part of OWNER by the Contract Documents.
4. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of a CONTRACTOR, Subcontractor or Supplier.
5. During OWNER's Onsite Representative's inspection, observation or monitoring of CONTRACTOR's work in progress, OWNER's Onsite Representative shall not supervise, direct or have control over the CONTRACTOR's work nor shall OWNER's Onsite Representative have authority over or responsibility for the means, methods, techniques, sequences, procedures selected by CONTRACTOR or Subcontractor for safety precautions and programs incident to CONTRACTOR or Subcontractor's work in progress, for any failure of a CONTRACTOR or Subcontractor to comply with laws and regulations applicable to a CONTRACTOR or Subcontractor performing and furnishing the work, or responsibility for a CONTRACTOR or Subcontractor's failure to furnish and perform the work in accordance with the job specifications set forth by the Project ENGINEER in the Contract Documents.

SC-11.01.A.5(j) Delete paragraph 11.01.A.5(j) in its entirety.

SC-11.01.C Delete paragraph 11.01.C in its entirety.

SC-11.03.C Delete paragraph 11.03.C in its entirety and insert the following in its place:

- C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the total cost of a particular item of Unit Price Work amounts to five percent (5%) or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.01.B.2 Modify paragraph 12.01.B.2 to read as follows:

If the value of work on the project included in a change order is not covered by unit prices contained in the Contract Documents, mutually agreed upon new unit prices for the additional work will be established. (Cost-plus-a-percentage pricing will not be allowed.)

SC-12.01.B.3 Delete paragraph 12.01.B.3 in its entirety.

SC-12.01.C Delete 12.01.C in its entirety.

SC-12.03.A Amend the second sentence of paragraph 12.03.A to read as follows:

Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, hurricanes, epidemics, evacuations, or abnormal saturated soil conditions, or acts of God.

SC-16.01.A Methods and Procedures include:

- A. The parties shall endeavor to resolve their claims by mediation. Request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- B. The parties shall share the mediator's fee equally. The mediation must take place in Calhoun County, Texas unless another location is mutually agreed upon. The parties may either agree upon a mediator, or if they cannot agree, the presiding judge of the district

courts of Calhoun County, Texas shall select the mediator. Agreements reached in mediation shall be binding on both parties and shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SC-18 Add ARTICLE 18 – MINIMUM WAGE RATES

18.01 Minimum Wage Rates

- A. The CONTRACTOR shall pay at least the wage rates for the various classes of labor employed directly on this project in accordance with the appropriate current U.S. Department of Labor General Wage Decision Numbers, which are attached to these Contract Documents and included herein. Intentional failure of CONTRACTOR to pay these wage rates for workers directly employed on this project may subject the CONTRACTOR to a penalty as specified by Texas Government Code §2258.023.

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20250277 01/03/2025

Superseded General Decision Number: TX20240277

State: Texas

Construction Type: Building

Counties: Calhoun, Goliad and Victoria Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

SC-18.01A-Minimum Wage Rates (Continued)

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

ELEC0278-002 08/25/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 30.80	8.97

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic		
Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

SUTX2014-057 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.04	0.00
CARPENTER.....	\$ 15.21 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.33 **	0.00

INSULATOR - MECHANICAL
(Duct, Pipe & Mechanical

SC-18.01A-Minimum Wage Rates (Continued)

System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 9.68 **	0.00
LABORER: Mason Tender - Brick....	\$ 11.36 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 14.45 **	0.00
PIPEFITTER.....	\$ 25.80	8.55
PLUMBER.....	\$ 25.64	8.16
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53

SC-18.01A-Minimum Wage Rates (Continued)

TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

SC-18.01A-Minimum Wage Rates (Continued)

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

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A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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SC-18.01A-Minimum Wage Rates (Continued)

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

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The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

SC-18.01A-Minimum Wage Rates (Continued)

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20250029 01/03/2025

Superseded General Decision Number: TX20240029

State: Texas

Construction Type: Highway

Counties: Aransas, Calhoun, Goliad, Nueces and San Patricio
Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

SC-18.01A-Minimum Wage Rates (Continued)

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

SUTX2011-010 08/08/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.64	**
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 10.69	**
Structures.....	\$ 13.61	**
LABORER		
Asphalt Raker.....	\$ 11.67	**
Flagger.....	\$ 8.81	**
Laborer, Common.....	\$ 10.25	**
Laborer, Utility.....	\$ 11.23	**
Pipelayer.....	\$ 11.17	**
Work Zone Barricade		
Servicer.....	\$ 11.51	**
PAINTER (Structures).....	\$ 21.29	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.25	**
Asphalt Paving Machine.....	\$ 13.44	**
Mechanic.....	\$ 17.00	**
Motor Grader, Fine Grade....	\$ 17.74	**
Motor Grader, Rough.....	\$ 16.85	**
TRUCK DRIVER		
Lowboy-Float.....	\$ 16.62	**
Single Axle.....	\$ 11.61	**

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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SC-18.01A-Minimum Wage Rates (Continued)

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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SC-18.01A-Minimum Wage Rates (Continued)

number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

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A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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SC-18.01A-Minimum Wage Rates (Continued)

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
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SC-18.01A-Minimum Wage Rates (Continued)

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Washington, DC 20210.

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END OF GENERAL DECISION"

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20250045 01/03/2025

Superseded General Decision Number: TX20240045

State: Texas

Construction Type: Heavy

Counties: Aransas, Austin, Calhoun and Goliad Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

SC-18.01A-Minimum Wage Rates (Continued)

wage determination, the contractor must still submit a conformance request.

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Modification Number	Publication Date
0	01/03/2025

SUTX2005-023 09/08/2005

	Rates	Fringes
Asphalt Distributor Operator.....	\$ 12.57	**
Asphalt paving machine operator.....	\$ 11.60	**
Asphalt Raker.....	\$ 10.63	**
Asphalt Shoveler.....	\$ 9.23	**
Broom or Sweeper Operator.....	\$ 9.32	**
Bulldozer operator.....	\$ 11.69	**
CARPENTER.....	\$ 11.70	**
Concrete Finisher, Paving.....	\$ 11.64	**
Concrete Finisher, Structures....	\$ 10.23	**
Concrete Rubber.....	\$ 9.00	**
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 12.00	**
Flagger.....	\$ 8.60	**
Form Builder/Setter, Structures.....	\$ 10.51	**
Form Setter, Paving & Curb.....	\$ 9.48	**
Foundation Drill Operator, Truck Mounted.....	\$ 14.58	**
Front End Loader Operator.....	\$ 10.62	**
Laborer, common.....	\$ 8.91	**

SC-18.01A-Minimum Wage Rates (Continued)

Laborer, Utility.....	\$ 9.21 **
MECHANIC (Undefined).....	\$ 12.18 **
Motor Grader Operator Fine Grade.....	\$ 15.15 **
Motor Grader Operator Rough.....	\$ 12.95 **
Pavement Marking Machine Operator.....	\$ 13.32 **
Pipelayer.....	\$ 9.71 **
Roller Operator, Pneumatic, Self-Propelled.....	\$ 8.90 **
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 9.30 **
Roller Operator, Steel Wheel, Plant Mix Pavement.....	\$ 10.59 **
Scraper Operator.....	\$ 9.85 **
Servicer.....	\$ 11.18 **
Spreader Box Operator.....	\$ 13.00 **
Traveling Mixer Operator.....	\$ 12.67 **
Truck Driver Single Axle Heavy....	\$ 10.87 **
Truck Driver Single Axle, Light.....	\$ 10.85 **
Truck driver, lowboy-Float.....	\$ 13.70 **
Truck Driver, Tandem Axle, Semi-Trailer.....	\$ 10.05 **
Work Zone Barricade Servicer.....	\$ 9.63 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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(\$13.30). Please see the Note at the top of the wage
determination for more information. Please also note that the
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SC-18.01A-Minimum Wage Rates (Continued)

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SC-18.01A-Minimum Wage Rates (Continued)

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SC-18.01A-Minimum Wage Rates (Continued)

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

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SC-18.01A-Minimum Wage Rates (Continued)

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END OF GENERAL DECISION"

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20250049 01/03/2025

Superseded General Decision Number: TX20240049

State: Texas

Construction Type: Residential

County: Calhoun County in Texas.

RESIDENTIAL CONSTRUCTION

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

SC-18.01A-Minimum Wage Rates (Continued)

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

SUTX1990-046 01/24/1990

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 7.25	**
BRICKLAYER.....	\$ 8.50	**
CARPENTER.....	\$ 7.25	**
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25	**
ELECTRICIAN.....	\$ 7.31	**
GLAZIER.....	\$ 7.25	**
IRONWORKER.....	\$ 7.25	**
Laborers:		
LABORERS.....	\$ 7.25	**
MASON TENDERS.....	\$ 7.25	**
PAINTER.....	\$ 7.25	**
Plumbers and Pipefitters.....	\$ 8.01	**
ROOFER.....	\$ 7.25	**
Sheet metal worker.....	\$ 9.44	**
TRUCK DRIVER.....	\$ 7.25	**
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher

SC-18.01A-Minimum Wage Rates (Continued)

minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next

SC-18.01A-Minimum Wage Rates (Continued)

number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME

SC-18.01A-Minimum Wage Rates (Continued)

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

SC-18.01A-Minimum Wage Rates (Continued)

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

00810
CALHOUN COUNTY
GENERAL CONDITIONS

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not

debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County

may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease or if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease or name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies

OR

- #5 Mark an X in the Box if this applies

- #6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINCE

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

CHANGE ORDER

No. _____

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Calhoun County

CONTRACTOR: _____

ENGINEER: Urban Engineering

CONTRACT: Construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion

OWNER's CONTRACT NO.: Bid No. 2025.05

ENGINEER's PROJECT NO.: E25470.02

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ _____
Net Increase (Decrease) from previous Change Orders No. _____ to No. _____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

WORK CHANGE DIRECTIVE

No. _____

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Calhoun County

CONTRACTOR: _____

ENGINEER: Urban Engineering

CONTRACT: Construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas

PROJECT: Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion

OWNER's CONTRACT NO.: Bid No. 2025.05

ENGINEER's PROJECT NO.: E25470.02

You are directed to make the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change):

If OWNER or CONTRACTOR believes that the above change has affected Contract Price, any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices

☐ Lump Sum

☐ Cost of the Work _____

Estimated increase (decrease) in Contract Price:

\$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days.

RECOMMENDED:
ENGINEER

AUTHORIZED:
OWNER

ACCEPTED:
CONTRACTOR

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

PROJECT SPECIFICATIONS

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PROJECT SPECIFICATIONS

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SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work including work by Owner, Owner furnished products, required Work sequence, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of the contract is for the Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion which includes the construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas.

1.03 ALTERNATES - None

1.04 WORK BY OWNER - None

1.05 OWNER FURNISHED PRODUCTS - None

1.06 REQUIRED WORK SEQUENCE - None

1.07 OWNER OCCUPANCY

- A. The Owner will occupy the site during the entire period of construction for the conduct of normal operations.
- B. Cooperate with the Owner to minimize conflict and to facilitate the Owner's operations. Coordinate Contractor's activities with Engineer.
- C. Schedule Work to accommodate this requirement.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01015

CONTRACTOR USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general use of the site including properties inside and outside of the site, work affecting roadways, ramps, streets and driveways and notification to adjacent occupants.

1.02 SITE

- A. Confine access and operations and storage areas to site provided by Owner; trespassing on abutting lands or other lands in the area is not allowed.
- B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of the site.

1.03 PROPERTIES OUTSIDE OF SITE

- A. Altering the condition of properties adjacent to the site will not be permitted unless authorized by the Engineer.
- B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of the site will not be permitted.
- C. Any damage to properties outside of the site shall be repaired or replaced to the satisfaction of the Engineer and at no cost to the Owner.

1.04 USE OF SITE

- A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets.
- B. Notify Engineer 48 hours prior to closing a street or a street crossing. Permits for street closures are required in advance and are the responsibility of the Contractor.
- C. Maintain access for emergency vehicles including access to fire hydrants.
- D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.
- E. Locate and protect private lawn sprinkler systems which may exist within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work.
- F. Perform daily clean up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave buildings, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

- A. Notify individual occupants in areas to be affected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

SECTION 01015

CONTRACTOR USE OF PREMISES

- B. Include in notification name and telephone numbers of a company representative for resident contact. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.
- C. Submit proposed notification to Engineer for approval. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

- A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.
- B. Operate all trucks in accordance with applicable provisions of the City's Ordinances.
- C. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or exceptionally large or heavy trucks or equipment.
- D. Construct and maintain access roads and parking areas as specified in Section 01500 - Temporary Facilities and Controls.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

- A. Avoid hindering or needlessly inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time, except by permission of the Engineer.
- B. Obtain the Engineer's approval when the nature of the Work requires closing of an entire street. Permits required for street closure are the Contractor's responsibility. Avoid unnecessary inconvenience to abutting property owners.
- C. Remove surplus materials and debris and open each block for public use as work in that block is complete.
- D. Acceptance of any portion of the Work will not be based on return of street to public use.
- E. Avoid obstructing driveways or entrances to private property.
- F. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

- A. Provide barricades and signs in accordance with Section VI of the State of Texas Manual on Uniform Traffic Control Devices.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.02 AUTHORITY

- A. Measurement methods delineated in Specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the Specification section shall govern.
- B. Measurements and quantities submitted by the Contractor will be verified by the Engineer.
- C. Contractor shall provide necessary equipment, workers, and survey personnel as required by Engineer to verify quantities.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Engineer shall determine payment as stated in the General Conditions.
- B. If the actual Work requires greater or lesser quantities than those quantities indicated in the Unit Price Bid, provide the required quantities at the unit prices contracted, except as otherwise stated in the General Conditions.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Reinforcing steel, rolled or formed steel or other metal shapes will be measured by CRSI or AISC Manual of Steel Construction weights. Welded assemblies will be measured by CRSI or AISC Manual of Steel Construction or scale weights.
- B. Measurement by Volume:
 - 1. Stockpiles: Measured by cubic dimension using mean length, width, and height or thickness.
 - 2. Excavation and Embankment Materials: Measured by cubic dimension using the average end area method.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Price Measurement: By unit designated in the agreement.
- F. Other: Items measured by weight, volume, area, or lineal means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PAYMENT

- A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services, and incidentals; and erection, application or installation of an item of the Work; and Contractor's overhead and profit.

SECTION 01025

MEASUREMENT AND PAYMENT

- B. Total compensation for required Unit Price Work shall be included in the Unit Price Bid. Claims for payment as Unit Price Work, but not specifically covered in the list of unit prices contained in the Unit Price Bid, will not be accepted.
- C. Interim payments for stored materials will be made only for materials to be incorporated under items covered in unit prices, unless disallowed in Supplementary Conditions. Such materials must be stored on the jobsite or at a location approved by the Engineer.
- D. Progress payments will be based on the Engineer's observations and evaluations of quantities incorporated in the Work multiplied by the unit price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities determined by Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
- F. Some individual technical specifications may contain measurement and/or payment provisions that may not be consistent with the Bid Form. In all cases, the Bid Form will take precedence over the technical specifications with regard to measurement and payment.

1.06 NONCONFORMANCE ASSESSMENT

- A. Remove and replace the Work, or portions of the Work, not conforming to the Contract Documents.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:
 - 1. The nonconforming Work will remain as is, but the unit price will be adjusted to a lower price at the discretion of Engineer.
 - 2. The nonconforming Work will be modified as authorized by the Engineer, and the unit price will be adjusted to a lower price at the discretion of Engineer, if the modified work is deemed to be less suitable than originally specified.
- C. Specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of Engineer to assess the nonconforming work and identify payment adjustment is final.

1.07 NONPAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable to Engineer.
 - 2. Products determined as nonconforming before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work, unless specified otherwise.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for processing Change Orders, including:
 - 1. Assignment of a responsible individual for approval and communication of changes in the Work;
 - 2. Documentation of change in Contract Price and Contract Time;
 - 3. Change procedures, using proposals and construction contract modifications, work change directive, stipulated price change order, unit price change order, time and materials change order;
 - 4. Execution of Change Orders;
 - 5. Correlation of Contractor submittals.

1.02 REFERENCES

- A. Rental Rate Blue Book for Construction Equipment (Data Quest Blue Book). Rental Rate is defined as the full unadjusted base rental rate for the appropriate item of construction equipment.

1.03 RESPONSIBLE INDIVIDUAL

- A. Contractor shall provide a letter indicating the name and address of the individual authorized to execute change documents, and who shall also be responsible for informing others in Contractor's employ and Subcontractors of changes to the Work. The information shall be provided at the Preconstruction Conference.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

- A. Contractor shall maintain detailed records of changes in the Work. Provide full information required for identification and evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
- C. Proposals shall include, as a minimum, the following information as applicable:
 - 1. Quantities of items in the original Bid Form with additions, reductions, deletions, and substitutions.
 - 2. When Work items were not included in the Bid Form, Contractor shall provide unit prices for the new items, with supporting information as required by the Engineer.
 - 3. Justification for any change in Contract Time.
 - 4. Additional data upon request.
- D. For changes in the Work performed on a time-and-material basis, the following additional information may be required:
 - 1. Quantities and description of products and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.
 - 4. Dates and times work was performed, and by whom.
 - 5. Time records and certified copies of applicable payrolls.
 - 6. Invoices and receipts for products, rented equipment, and subcontracts, similarly documented.
- E. Rented equipment will be paid to the Contractor by actual invoice cost for the duration of time required to complete the extra work. If the extra work comprises only a portion of the rental

SECTION 01035

CHANGE ORDER PROCEDURES

invoice where the equipment would otherwise be on the site, the Contractor shall compute the hourly equipment rate by dividing the actual monthly invoice by 176. (One day equals 8 hours and one week equals 40 hours.) Operating costs shall not exceed the estimated operating costs given for the item of equipment in the Blue Book.

- F. For changes in the work performed on a time-and-materials basis using Contractor-owned equipment, compute rates with the Blue Book as follows:
 - 1. Multiply the appropriate Rental Rate by an adjustment factor of 70 percent plus the full rate shown for operating costs. The Rental Rate utilized shall be the lowest cost combination of hourly, daily, weekly or monthly rates. Use 150 percent of the Rental Rate for double shifts (one extra shift per day) and 200 percent of the Rental Rate for more than two shifts per day. No other rate adjustments shall apply.
 - 2. Standby rates shall be 50 percent of the appropriate Rental Rate shown in the Blue Book. Operating costs will not be allowed.

1.05 CHANGE PROCEDURES

- A. Changes to Contract Price or Contract Time can only be made by issuance of a Change Order. Issuance of a Work Change Directive or written acceptance by the Engineer of changes will be formalized into Change Orders. All changes will be in accordance with the requirements of the General Conditions.
- B. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by the General Conditions by issuing supplemental instructions.
- C. Contractor may request clarification of Drawings, Specifications or Contract Documents or other information. Response by the Engineer to a Request for Information does not authorize the Contractor to perform tasks outside the scope of the Work. All changes must be authorized as described in this section.

1.06 PROPOSALS AND CONTRACT MODIFICATIONS

- A. The Engineer may issue a - Request for Proposal, which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications. The Engineer may also request a proposal in the response to a Request for Information. Contractor will prepare and submit its Proposal within 7 days or as specified in the request.
- B. The Contractor may propose an unsolicited change by submitting a Proposal to the Engineer describing the proposed change and its full effect on the Work, with a statement describing the reason for the change and the effect on the Contract Price and Contract Time including full documentation.

1.07 WORK CHANGE DIRECTIVE

- A. Engineer may issue a signed Work Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The document will describe changes in the Work and will designate a method of determining any change in Contract Price or Contract Time.
- C. Contractor shall proceed promptly to execute the changes in the Work in accordance with the Work Change Directive.

1.08 STIPULATED PRICE CHANGE ORDER

- A. A stipulated price Change Order will be based on an accepted Proposal including the Contractor's lump sum price quotation.

1.09 UNIT PRICE CHANGE ORDER

- A. Where Unit Prices for the affected items of Work are included in the Bid Form, the unit price Change Order will be based on unit prices as originally bid, subject to provisions of the General Conditions.
- B. Where unit prices of Work are not pre-determined in the Bid Form, Work Change Directive or accepted Proposal will specify the unit prices to be used.

1.10 TIME-AND-MATERIAL CHANGE ORDER

- A. Contractor shall provide an itemized account and supporting data after completion of change, within time limits indicated for claims in the General Conditions.
- B. Engineer will determine the change allowable in Contract Price and Contract Time as provided in the General Conditions.
- C. Contractor shall maintain detailed records of work done on time-and-material basis as specified in paragraph 1.04, Documentation of Change in Contract Price and Contract Time.
- D. Contractor shall provide full information required for evaluation of changes, and shall substantiate costs for changes in the Work.

1.11 EXECUTION OF CHANGE DOCUMENTATION

- A. Engineer will issue Change Orders, Work Change Directives, or accepted Proposals for signatures of parties as described in the General Conditions.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

- A. For Stipulated Price Contracts, Contractor shall promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- B. For Unit Price Contracts, the next monthly estimate of work after acceptance of a Change Order will be revised to include any new items not previously included and the appropriate unit rates.
- C. Contractor shall promptly revise progress schedules to reflect any change in Contract Time, and shall revise schedules to adjust time for other items of work affected by the change, and resubmit for review.
- D. Contractor shall promptly enter changes to the on-site and record copies of the Drawings, Specifications or Contract Documents as required in Section 01720 - Project Record Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general coordination including preconstruction conference, site mobilization conference, and progress meetings.

1.02 RELATED DOCUMENTS

- A. Coordination is required throughout the documents. Refer to all of the Contract Documents and coordinate as necessary.

1.03 ENGINEER AND REPRESENTATIVES

- A. The Engineer may act directly or through designated representatives as defined in the General Conditions and as identified by name at the preconstruction conference.

1.04 CONTRACTOR COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Specifications sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of Work for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- C. Coordinate access to site for correction of nonconforming Work to minimize disruption of Owner's activities where Owner is in partial occupancy.

1.05 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a preconstruction conference.
- B. Attendance Required: Engineer's representatives, Consultants, Contractor, and major Subcontractors.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Designation of personnel representing the parties in Contract, and the Consultant.
 - 3. Review of insurance.
 - 4. Discussion of formats proposed by the Contractor for schedule of values, and construction schedule.
 - 5. Procedures and processing of shop drawings and other submittals, substitutions, pay estimates or applications for payment, Requests for Information, Request for Proposal, Change Orders, and Contract closeout.
 - 6. Scheduling of the Work and coordination with other contractors.
 - 7. Review of Subcontractors.
 - 8. Appropriate agenda items listed for Site Mobilization Conference, paragraph 1.06 C, when preconstruction conference and site mobilization conference are combined.
 - 9. Procedures for testing.
 - 10. Procedures for maintaining record documents.

1.06 SITE MOBILIZATION CONFERENCE

- A. When required by the Contract Documents, Engineer will schedule a conference at the Project site prior to Contractor occupancy.

SECTION 01040

COORDINATION AND MEETINGS

- B. Attendance Required: Engineer representatives, Consultants, Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor
 - 2. Safety and first aid procedures
 - 3. Construction controls provided by Owner
 - 4. Temporary utilities
 - 5. Survey and layout
 - 6. Security and housekeeping procedures

1.07 PROGRESS MEETINGS

- A. Project meetings shall be held at Project field office or other location as designated by the Engineer. Meeting shall be held at monthly intervals, or more frequent intervals if directed by Engineer.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Engineer representatives, and Consultants as appropriate to agenda topics for each meeting.
- C. Engineer or his representative will make arrangements for meetings and recording minutes.
- D. Engineer or his representative will prepare the agenda and preside at meetings.
- E. Contractor shall provide required information and be prepared to discuss each agenda item.
- F. Agenda:
 - 1. Review minutes of previous meetings
 - 2. Review of Work progress schedule submittal, and pay estimates, payroll and compliance submittals
 - 3. Field observations, problems, and decisions
 - 4. Identification of problems which impede planned progress
 - 5. Review of submittals schedule and status of submittals
 - 6. Review of Request for Information and Request for Proposal status
 - 7. Change order status
 - 8. Review of off-site fabrication and delivery schedules
 - 9. Maintenance of progress schedule
 - 10. Corrective measures to regain projected schedules
 - 11. Planned progress during succeeding work period
 - 12. Coordination of projected progress
 - 13. Maintenance of quality and work standards
 - 14. Effect of proposed changes on progress schedule and coordination
 - 15. Other items relating to Work

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01050

FIELD SURVEYING

PART 1 GENERAL

1.01 QUALITY CONTROL

- A. Conform to State of Texas laws for surveys requiring licensed surveyors. Employ a land surveyor acceptable to Engineer, if required.

1.02 SUBMITTALS

- A. Submit to Engineer the name, address, and telephone number of Surveyor before starting survey work.
- B. Submit documentation verifying accuracy of survey work on request.
- C. Submit information under provisions of Section 01300 - Submittals.

1.03 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Submit Record Documents under provisions of Section 01720 - Project Record Documents.

1.04 EXAMINATION

- A. Verify locations of survey control points prior to starting Work.
- B. Notify Engineer immediately of any discrepancies discovered.

1.05 SURVEY REFERENCE POINTS

- A. Control datum for survey is that established by Owner-provided survey as indicated on Drawings or in the Special Conditions.
- B. Locate and protect survey control points, including property corners, prior to starting site work; preserve permanent reference points during construction.
- C. Notify Engineer 48 hours in advance of need for relocation of reference points due to changes in grades or other reasons.
- D. Report promptly to Engineer the loss or destruction of any reference point.
- E. Contractor shall reimburse Owner for cost of reestablishment of permanent reference points disturbed by Contractor's operations.

1.06 SURVEY REQUIREMENTS

- A. Utilize recognized engineering survey practices.
- B. Establish a minimum of two permanent benchmarks on site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- C. Establish elevations, lines and levels to provide quantities required for measurement and payment and to provide appropriate controls for the Work. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading; fill and topsoil placement; utility locations, slopes, and invert elevations.

SECTION 01050

FIELD SURVEYING

2. Grid or axis for structures.

D. Verify periodically layouts by same means.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general quality assurance as related to Reference Standards and a list of references.

1.02 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on the date as stated in the General Conditions.
- C. Request clarification from Engineer before proceeding should specified reference standards conflict with Contract Documents.

1.03 SCHEDULE OF REFERENCES

AASHTO American Association of State Highway and Transportation Officials
 444 North Capitol Street, N.W.
 Washington, DC 20001

ACI American Concrete Institute
 P.O. Box 19150
 Reford Station
 Detroit, MI 48219-0150

AGC Associated General Contractors of America
 1957 E Street, N.W.
 Washington, DC 20006

AI Asphalt Institute
 Asphalt Institute Building
 College Park, MD 20740

AITC American Institute of Timber Construction
 333 W. Hampden Avenue
 Englewood, CO 80110

AISC American Institute of Steel Construction
 400 North Michigan Avenue, Eighth Floor
 Chicago, IL 60611

AISI American Iron and Steel Institute
 1000 16th Street, N.W.
 Washington, DC 20036

ASME American Society of Mechanical Engineers
 345 East 47th Street
 New York, NY 10017

SECTION 01090

REFERENCE STANDARDS

ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
API	American Petroleum Institute 1220 L Street, N.W. Washington, DC 20005
AREA	American Railway Engineering Association 50 F Street, N.W. Washington, DC 20001
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society P.O. Box 35104 Miami, FL 33135
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRD	U.S.A. Corps. of Engineers
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60173-4758
EJMA	Expansion Joint Manufacturers Association 707 Westchester Avenue White Plains, NY 10604
FS	Federal Standardization Documents General Services Administration, Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
ICEA	Insulated Cable Engineer Association P.O. Box 440 S. Yarmouth, MA 02664

SECTION 01090

REFERENCE STANDARDS

IEEE	Institute of Electrical and Electronics Engineers 445 Hoes Lane P.O. Box 1331 Piscataway, NJ 0855-1331
MIL	Military Specifications General Services Administration, Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
NACE	National Association of Corrosion Engineers P. O. Box 986 Katy, TX 77450
NEMA	National Electrical Manufacturers' Association 2101 L Street, N.W., Suite 300 Washington, DC 20037
NFPA	National Fire Protection Association Batterymarch Park, P.O. Box 9101 Quincy, MA 02269-9101
OSHA	Occupational Safety Health Administration U.S. Department of Labor, Government Printing Office Washington, DC 20402
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083
PCI	Prestressed Concrete Institute 201 North Wacker Drive Chicago, IL 60606
SDI	Steel Deck Institute Box 9506 Canton, OH 44711
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality P. O. Box 13087 Austin, TX 78711-3087
TxDOT	Texas Department of Transportation 11th and Brazos Austin, TX 78701 2483
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

SECTION 01090

REFERENCE STANDARDS

UNI-BELL UNI-BELL Pipe Association
 2655 Villa Creek Drive, Suite 155
 Dallas, TX 75234

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures for:
 - 1. Schedule of Values
 - 2. Construction Schedules
 - 3. Shop Drawings, Product Data, and Samples
 - 4. Operations and Maintenance Data
 - 5. Manufacturer's Certificates
 - 6. Construction Photographs
 - 7. Project Record Documents
 - 8. Design Mixes

1.02 SUBMITTAL PROCEDURES

- A. Scheduling and Handling
 - 1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal is approved.
 - 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor.
 - 3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. No quantities will be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.
 - 4. Submit five copies of documents unless otherwise specified in the following paragraphs or in the Specifications.
 - 5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
 - 6. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.
- B. Transmittal Form and Numbering
 - 1. Transmit each submittal to the Engineer with a transmittal form.
 - 2. Sequentially number each transmittal form beginning with the number 1. Resubmittals shall use the original number with an alphabetic suffix (i.e., 2A for first resubmittal of Submittal 2 or 15C for third resubmittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
 - 3. Identify variations from requirements of Contract Documents and identify product or system limitations.
- C. Contractor's Certification
 - 1. Each submittal shall contain a statement, signed by the Contractor, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.

1.03 SCHEDULE OF VALUES

- A. Submit a Schedule of Values at least 10 days prior to the first Application for Payment. A Schedule of Values shall be provided for each of the items indicated as Lump Sum (LS) in the Unit Price Bid for which the Contractor requests to receive progress payments.
- B. Schedule of Values shall be typewritten on 8-1/2" x 11", plain bond, white paper. Use the Table of Contents of this Project Manual as a format for listing costs of Work by Section.
- C. Round off figures for each listed item to the nearest \$100.00 except for the value of one item, if necessary, to make the total price for all items listed in the Schedule of Values equal to the applicable lump sum amount in the Unit Price Bid.
- D. For Unit Price Contracts, items should include a proportional share of Contractor's overhead and profit, such that the total of all items listed in the Schedule of Values equals the Contract amount. For Stipulated Price Contracts, mobilization, bonds, and insurance may be listed as separate items in the Schedule of Values.
- E. For lump sum equipment items where submittal of operations and maintenance data and testing are required, include a separate item for equipment operation and maintenance data submittal valued at 5 percent of the lump sum amount and a separate item for testing and adjusting valued at 5 percent of the lump sum amount.
- F. Revise the Schedule of Values and resubmit for items affected by Contract Modifications, Change Orders, and Work Change Directives. Submit revised Schedule of Values 10 days prior to the first Application for Payment after the changes are approved by the Engineer.

1.04 CONSTRUCTION SCHEDULES

- A. Submit Construction Schedules for the Work in accordance with the requirements of this Section. The Construction Schedule Submittal shall be a bar chart, either computer generated, or prepared manually and a narrative report.
- B. During the Pre-construction Meeting, as noted in Section 01040 - Coordination and Meetings, the Contractor shall provide a sample of the format to be used for the Construction Schedule Submittal. The format is subject to approval by the Engineer. Review of the submittal will be provided within 7 days of the submittal of the sample.
- C. Within 7 days of the receipt of approval of the Contractor's format, or 14 days of the Notice to Proceed, whichever is later, the Contractor shall submit a proposed Construction Schedule for review. The Construction Schedule Submittal shall meet the following requirements:
 - 1. The schedule shall usually include a total of at least 20 but not more than 50 activities. Fewer activities may be accepted, if approved by the Engineer.
 - 2. For projects with work at different physical locations, each location should be indicated separately within the schedule.
 - 3. For projects with multiple crafts or significant subcontractor components, these elements should be indicated separately within the schedule.
 - 4. For projects with multiple types of tasks within the scope, these types of work should be indicated separately within the schedule.
 - 5. For projects with significant major equipment items or materials worth over 30 percent of the Total Contract Price, the schedule shall indicate dates when these items are to be purchased, when they are to be delivered, and when installed.
 - 6. For projects where operating plants are involved, each period of work which will require the shut down of any process or operation shall be identified in the Schedule and must be agreed to by the Engineer prior to starting work in the area.

7. A tabulation of the estimated monthly billings for the work shall be prepared and submitted by the Contractor with the first schedule submittal. This information is not required in the monthly updates, unless significant changes in Work require resubmittal of the schedule for review. The total for each month and a cumulative total will be indicated. These monthly forecasts are only for planning purposes of the Engineer. Monthly payments for actual work completed will be made by the Engineer in accordance with the General Conditions.
 - D. The Contractor must receive approval of the Engineer for the Schedule and billing estimate prior to the first monthly Application for Payment. No payment will be made until these are accepted.
 - E. Upon written request from the Engineer, the Contractor shall revise and submit for approval all or any part of the Construction Schedule to reflect changed conditions in the Work or deviations made from the original plan and schedule.
 - F. The Contractor's Construction Schedule shall thereafter be updated with the Actual Start and Actual Finish Dates, Percent Complete, and Remaining Duration of each Activity and submitted monthly. The date to be used in updating the monthly Construction Schedule shall be the same Date as is used in the monthly Application for Payment. This monthly update of the schedule shall be required before the monthly Application for Payment will be processed for payment.
 - G. The narrative Schedule Report shall include a description of changes made to the Construction Schedule; Activities Added to the Schedule; Activities Deleted from the Schedule; any other changes made to the Schedule other than the addition of Actual Start Dates and Actual Finish Dates and Remaining Durations.
- 1.05 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Shop Drawings
 1. Submit shop drawings for review as required by the Specifications.
 2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each drawing.
 3. The drawings shall accurately and distinctly present the following:
 - a. Field and erection dimensions clearly identified as such
 - b. Arrangement and section views
 - c. Relation to adjacent materials or structure including complete information for making connections between work under this Contract and work under other contracts
 - d. Kinds of materials and finishes
 - e. Parts list and descriptions
 - f. Assembly drawings of equipment components and accessories showing their respective positions and relationships to the complete equipment package
 - g. Where necessary for clarity, identify details by reference to drawing sheet and detail numbers, schedule or room numbers as shown on the Contract Drawings.
 4. Drawings shall be to scale, and shall be a true representation of the specific equipment or item to be furnished.
- B. Product Data
 1. Submit product data for review as required in Specification sections.
 2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each data item submitted.
 3. Mark each copy to identify applicable products, models, options to be used in this Project. Supplement manufacturers' standard data to provide information unique to this Project, where required by the Specifications.

SECTION 01300

SUBMITTALS

4. For products specified only by reference standard, give manufacturers, trade name, model or catalog designation and applicable reference standard.
 5. For products proposed as alternates to "approved" products, as described in Section 01630 - Product Options and Substitutions, provide all information required to demonstrate the proposed products meet the level of quality and performance criteria of the "approved product".
- C. Samples
1. Submit samples for review as required by the Specifications.
 2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each sample or a firmly attached sheet of paper.
 3. Submit the number of samples specified in Specifications; one of which will be retained by the Engineer.
 4. Reviewed samples which may be used in the Work are identified in Specifications.
- 1.06 OPERATIONS AND MAINTENANCE DATA
- A. When specified in Specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, operation, adjusting, finishing, and maintenance.
 - B. Contractor's Certification, as described in paragraph 1.02C, shall be placed on front page of each document.
 - C. Identify conflicts between manufacturers' instructions and Contract Documents.
- 1.07 MANUFACTURER'S CERTIFICATES
- A. When specified in Specification sections, submit manufacturers' certificate of compliance for review by Engineer.
 - B. Contractor's Certification, as described in paragraph 1.02C, shall be placed on front page of the certificate.
 - C. Submit supporting reference data, affidavits, and certifications as appropriate.
 - D. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.
- 1.08 CONSTRUCTION PHOTOGRAPHS
- A. When required, submit photographs in accordance with Section 01380.
- 1.09 PROJECT RECORD DOCUMENTS
- A. Submit Project Record Documents in accordance with Section 01720 - Project Record Documents.
- 1.10 DESIGN MIXES
- A. When specified in Specifications, submit design mixes for review.
 - B. Contractor's Certification as described in paragraph 1.02C, shall be placed on front page of each design mix.

SECTION 01300

SUBMITTALS

- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01380

CONSTRUCTION PHOTOGRAPHS AND VIDEOS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for construction photographs and video submittals.

1.02 UNIT PRICES

- A. No separate payment will be made for work under this section. Include the cost in the unit price of related work.

1.03 SUBMITTALS

- A. Submit one (1) copy of photographs and/or videos to the Engineer.

PART 2 PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS AND VIDEOS

- A. Prior to the commencement of any construction, take photographs and/or videos which adequately and completely show the project area.

2.02 POST CONSTRUCTION PHOTOGRAPHS AND VIDEOS

- A. On completion of construction, provide photographs and/or videos of the entire project site including any public or private property which has been repaired or restored and any damage which is the subject of complaints.

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing Laboratory Services and Contractor responsibilities related to those services.

1.02 SELECTION AND PAYMENT

- A. Owner will employ and pay for services of an independent testing laboratory to perform inspection and testing identified in individual Specification sections.
- B. Employment of testing laboratory shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- C. Contractor shall schedule and monitor testing as required to provide timely results and to avoid delay to the Work.

1.03 LABORATORY REPORTS

- A. The Engineer will receive three copies, and the Contractor will receive two copies of laboratory reports from the testing laboratory. One of the Contractor's copies shall remain at site field office for duration of project. Test results which indicate non-conformance shall be transmitted immediately via fax from the testing laboratory, to the Contractor and Engineer.

1.04 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Notify Engineer, and laboratory 24 hours prior to expected time for operations requiring inspection and testing services. Notify Consultant if specification section requires the presence of the Consultant.
- B. Cooperate with laboratory personnel in collecting samples to be tested or collected on site.
- C. Provide access to the Work and to manufacturer's facilities.
- D. Provide samples to laboratory in advance of their intended use to allow thorough examination and testing.
- E. Provide incidental labor and facilities for access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.
- F. Arrange with laboratory and pay for
 - 1. All failed tests.
 - 2. Retesting for nonconforming Work.
 - 3. Additional sampling and tests requested by Contractor beyond specified requirements.

SECTION 01410

TESTING LABORATORY SERVICES

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 CONDUCTING TESTING

- A. Laboratory sampling and testing shall conform to ASTM D3740 and ASTM E329, plus other test standards specified in individual Specification sections.
- B. The frequency or number of tests specified in individual sections may be decreased at the discretion of the Engineer.

END OF SECTION

SECTION 01420

INSPECTION SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Inspection services and references.

1.02 INSPECTION

- A. The Owner may appoint an Inspector to perform inspections, tests, and other services specified in individual specification Sections.
- B. Alternately, the Engineer may appoint, employ, and pay an independent firm to provide additional inspection or construction management services.
- C. Reports will be submitted by the independent firm to Engineer, Consultant, and Owner, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Assist and cooperate with the Inspector; furnish samples of materials, design mix, equipment, tools, and storage.
- E. Notify Engineer 24 hours prior to expected time for operations requiring services. Notify Consultant and independent firm when noted.
- F. Sign and acknowledge report for Inspector.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary facilities and the necessary controls for the project including utilities, telephone, sanitary facilities, field office, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, disposal of trash, debris, and excavated material, pest and rodent control, water runoff and erosion control.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. The facilities and controls specified in this section are considered minimum for the Project. The Contractor may provide additional facilities and controls for the proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.
- B. Comply with applicable requirements specified in other sections of the Specifications.
 - 1. Maintain and operate temporary facilities and systems to assure continuous service.
 - 2. Modify and extend systems as Work progress requires.
 - 3. Completely remove temporary materials and equipment when their use is no longer required.
 - 4. Restore existing facilities used for temporary services to specified or to original condition as specified by the Engineer.

1.03 TEMPORARY UTILITIES

- A. Obtaining Temporary Service.
 - 1. Make arrangements with utility service companies for temporary services.
 - 2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.
 - 3. Be responsible for utility service costs until the Work is substantially complete. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.
- B. Water.
 - 1. Provide water required for and in connection with Work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.
 - 2. For water to be drawn from public fire hydrants, obtain special permit or license from the proper officials. Install backflow preventor on fire hydrant supply.
 - 3. Provide and maintain an adequate supply of potable water for domestic consumption by Contractor personnel.
- C. Electricity and Lighting.
 - 1. Provide electric power service as required for the Work, including testing of Work. Provide power for lighting, operation of the Contractor's equipment, or for any other use by Contractor.
 - 2. Electric power service includes temporary power service or generator to maintain plant operations during any scheduled shutdown.
 - 3. Minimum lighting level shall be 5 foot-candles for open areas; 10-foot-candles for stairs and shops.
- D. Temporary Heat and Ventilation.
 - 1. Provide temporary heat as necessary for protection or completion of the Work.
 - 2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- E. Telephone.
 - 1. Provide emergency telephone service at the Contractor's field office, or by mobile telephone, for use by Contractor personnel and others performing work or furnishing services at the site.
- F. Sanitary Facilities.
 - 1. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.
 - 2. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewage and waste hauled off-site and properly disposed in accordance with local regulations.
 - 3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

1.04 FIELD OFFICE

- A. Provision of a field office is not required. If the Contractor chooses to provide one, locate it in a place approved by the Engineer.

1.05 STORAGE OF MATERIALS

- A. Provide adequately ventilated, watertight storage facilities with floor above ground level for materials and equipment susceptible to weather damage.
- B. Storage of materials not susceptible to weather damage may be on blocks off the ground.
- C. Store materials in a neat and orderly manner. Place materials and equipment to permit easy access for identification, inspection and inventory.

1.06 SAFETY REQUIREMENTS

- A. Submit and follow a safety program. Include in the safety program documented response to trench safety requirements as specified in Section 01526 - Trench Safety System.
- B. Conduct operations in strict accord with applicable Federal, State and local safety codes and statutes and with good construction practice. The Contractor is fully responsible and obligated to establish and maintain procedures for safety of all work, personnel and equipment involved in the Project.
- C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970, and to any other legislation enacted for safety and health of Contractor employees. Such safety and health standards apply to subcontractors and their employees as well as to the Contractor and its employees.
- D. Observance of and compliance with the regulations shall be solely and without qualification the responsibility of the Contractor without reliance or superintendence of or direction by the Engineer or the Engineer's representative. Immediately advise the Engineer of investigation or inspection by Federal Safety and Health inspectors of the Contractor or subcontractor's work or place of work on the job site under this Contract, and after such investigation or

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

inspection, advise the Engineer of the results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

- E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test such devices frequently to assure their functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidences of contamination, immediate take appropriate steps to seal off entry of contaminated liquids to the Work area.
- F. Safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and safety equipment, in the specifications and shown on the Drawings are obligations of the Contractor.
- G. Maintain required coordination with the local Police and Fire Departments during the entire period covered by the Contract.

1.07 FIRST AID EQUIPMENT

- A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.
- B. Have at least one person thoroughly trained in first aid procedures present on the site whenever Work is in progress.

1.08 FIRE PROTECTION

- A. Fire Protection Standards.
 - 1. Conform to specified fire protection and prevention requirements as well as those which may be established by Federal, State, or local governmental agencies.
 - 2. Comply with all applicable provisions of NFPA Standard No. 241, Safeguarding Building Construction and Demolition Operations.
 - 3. Provide portable fire extinguishers, rated not less than 2A or 5B in accordance with NFPA Standard No. 10, Portable Fire Extinguishers, for each temporary building, and for every 3000 square feet of floor area of facilities under construction.
 - 4. Locate portable fire extinguishers within 50 feet maximum from any point in the Project area.
- B. Fire Prevention and Safety Measures.
 - 1. Prohibit smoking in hazardous areas. Post suitable warning signs in areas which are continuously or intermittently hazardous.
 - 2. Use metal safety containers for storage and handling of flammable and combustible liquids.
 - 3. Do not store flammable or combustible liquids in or near stairways or exits.
 - 4. Maintain clear exits from all points within a structure.

1.09 SECURITY MEASURES

- A. Protect all Work materials, equipment, and property from loss, theft, damage, and vandalism. Contractor's duty to protect property includes Owner's property.
- B. If existing fencing or barriers are breached or removed for purposes of construction. Provide and maintain temporary security fencing equal to existing.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

1.10 PROTECTION OF PUBLIC UTILITIES

- A. Prevent damage to existing public utilities during construction. These utilities are shown on the Drawings at their approximate locations. Give owners of these utilities at least 48 hours notice before commencing Work in the area, for locating the utilities during construction, and for making adjustments or relocation of the utilities when they conflict with the proposed Work.

1.11 PROTECTION OF THE WORK AND PROPERTY

- A. Preventive Actions.
 - 1. Take precautions, provide programs, and take actions necessary to protect the Work and public and private property from damage.
 - 2. Take action to prevent damage, injury or loss, including, but not limited to, the following:
 - a. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with progress of the Work or the Work of any other contractor, any utility service company, or the Owner's operations.
 - b. Provide suitable storage for materials which are subject to damage by exposure to weather, theft, breakage, or otherwise.
 - c. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
 - d. Frequently clean up refuse, rubbish, scrap materials, and debris caused by construction operations, keeping the Project site safe and orderly.
 - e. Provide safe barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways, and other hazardous areas.
 - 3. Obtain written consent from proper parties before entering or occupying with workers, tools, materials or equipment, privately-owned land except on easements provided for construction.
 - 4. Assume full responsibility for the preservation of public and private property on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect, or misconduct in execution of the Work by the Contractor, it shall be restored by the Contractor to a condition equal to or better than that existing before the damage was done.
- B. Barricades and Warning Signals.
 - 1. Where Work is performed on or adjacent to any roadway, right-of-way, or public place, furnish and erect barricades, fences, lights, warning signs, and danger signals; provide watchmen; and take other precautionary measures for the protection of persons or property and protection of the Work. Conform to Section 01570 - Traffic Control and Regulation.
- C. Tree and Plant Protection.
 - 1. Protect trees and plants as shown on plans.
- D. Protection of Existing Structures.
 - 1. Underground Structures:
 - a. Underground structures are defined to include, but not be limited to, sewer, water, gas, and other piping, and manholes, chambers, electrical and signal conduits, tunnels, and other existing subsurface installations located within or adjacent to the limits of the Work.
 - b. Known underground structures, including water, sewer, electric, and telephone services are shown on the Drawings in accordance with the best information available, but is not guaranteed to be correct or complete.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- c. Explore ahead of trenching and excavation work and uncover obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption of utility services. Restore to original condition damages to underground structure at no additional cost to the Owner.
 - d. Necessary changes in location of the Work may be made by the Engineer to avoid unanticipated underground structures.
 - e. If permanent relocation of an underground structure or other subsurface installations is required and not otherwise provided for in the Contract Documents, the Engineer will direct Contractor in writing to perform the Work, which shall be paid for under the provisions for changes in the Contract Price as described in the General Conditions.
2. Surface Structures:
- a. Surface structures are defined as existing buildings, structures and other constructed installations above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground surface.
3. Protection of Underground and Surface Structures:
- a. Support in place and protect from direct or indirect injury to underground and surface structures located within or adjacent to the limits of the Work. Install such supports carefully and as required by the party owning or controlling such structure. Before installing structure supports, Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the owner of the structure.
 - b. Avoid moving or in any way changing the property of public utilities or private service corporations without prior written consent of a responsible official of that service or public utility. Representatives of these utilities reserve the right to enter within the limits of this project for the purpose of maintaining their properties, or of making such changes or repairs to their property that may be considered necessary by performance of this Contract.
 - c. Notify the owners and/or operators of utilities and pipelines of the nature of construction operations to be performed and the date or dates on which those operations will be performed. When construction operations are required in the immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working days advance notice. Probe and flag the location of underground utilities prior to commencement of excavation. Keep flags in place until construction operation reach and uncover the utility.
 - d. Assume risks attending the presence or proximity of underground and surface structures within or adjacent to the limits to the Work including but not limited to damage and expense for direct or indirect injury caused by the Work to any structure. Immediately repair damage caused, to the satisfaction of the owner of the damaged structure.
- E. Protection of Installed Products.
- 1. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.
 - 2. Control traffic to prevent damage to equipment, materials, and surfaces.
- 1.12 ROADS AND PARKING
- A. Prevent interference with traffic and Owner operations on existing roads.
 - B. Designate temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Locate as approved by Engineer.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- C. Minimize use by construction traffic of existing streets and driveways.
- D. Do not allow heavy vehicles or construction equipment in existing parking areas.

1.13 ENVIRONMENTAL CONTROLS

- A. Provide and maintain methods, equipment, and temporary construction as necessary for controls over environmental conditions at the construction site and adjacent areas.
- B. Comply with statutes, regulations, and ordinances which relate to the proposed Work for the prevention of environmental pollution and preservation of natural resources, including but not limited to the National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.
- C. Recognize and adhere to the environmental requirements of the Project. Disturbed areas shall be strictly limited to boundaries established by the Contract Documents. Particularly avoid pollution of "on-site" streams, sewers, wells, or other water sources.
- D. Burning of rubbish, debris or waste materials is not permitted.

1.14 POLLUTION CONTROL

- A. Provide methods, means, and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.
- B. Provide equipment and personnel to perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.
- E. Use equipment during construction that conforms to current Federal, State, and local laws and regulations.

1.15 PEST AND RODENT CONTROL

- A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.
- B. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.16 NOISE CONTROL

- A. Provide vehicles, equipment, and construction activities that reduce noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and City Ordinances and in no case will noise levels be permitted which create a nuisance in the surrounding neighborhoods.
- B. Conduct construction operations during daylight hours except as approved by Engineer.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

1.17 DUST CONTROL

- A. Control objectionable dust caused by operation of vehicles and equipment. Apply water or use other methods, subject to approval of the Engineer, which will control the amount of dust generated.

1.18 WATER RUNOFF AND EROSION CONTROL

- A. Provide methods to control surface water, runoff, subsurface water, and water pumped from excavations and structures to prevent damage to the Work, the site, or adjoining properties.
- B. Control fill, grading and ditching to direct water away from excavations, pits, and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, sedimentation or damage.
- C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.
- D. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with environmental requirements.
- E. Retain existing drainage patterns external to the construction site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions.
- F. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - 1. Keep to a minimum the area of bare soil exposed at one time.
 - 2. Provide temporary control measures, such as berms, dikes, and drains.
- G. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- H. Inspect earthwork periodically to detect any evidence of the start of erosion. Apply corrective measures as required to control erosion.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01505

MOBILIZATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mobilization of construction equipment and facilities onto the site.

1.02 UNIT PRICES

- A. Measurement for mobilization is on a lump sum basis.
- B. Mobilization payments will be included in monthly payment estimates upon written application by Contractor subject to the following provisions:
 - 1. Authorization for payment of the contract price for mobilization, up to an amount equal to 5% of the total Contract Price, will be made upon the mobilization of personnel, construction equipment, and facilities onto the site and the receipt and approval by Engineer of the following items, as applicable:
 - a. Schedule of values, if required by Section 01010
 - b. Trench Safety Program
 - c. Construction Schedule
 - d. Pre-construction Photographs
 - 2. Authorization for payment of the contract price for mobilization in excess of 5% of the total Contract Price, if any, will be made on a proration based on the percentage completed of Work throughout the remainder of the project.
- C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Options for making product or process selections
- B. Procedures for proposing equivalent construction products or processes, including preapproved, and approved products or processes

1.02 DEFINITIONS

- A. Product: Means materials, equipment, or systems incorporated into the Project. Product does not include machinery and equipment used for production, fabrication, conveying, and erection of the Work. Products may also include existing materials or components designated for re-use.
- B. Process: Any proprietary system or method for installing system components resulting in an integral, functioning part of the Work. For this Section, the word Product includes Processes.

1.03 SELECTION OPTIONS

- A. Preapproved Products: Construction products of certain manufacturers or suppliers are designated in the Specifications as preapproved. Products of other manufacturers or suppliers will not be acceptable for this Project and will not be considered under the submittal process for approving alternate products.
- B. Approved Products: Construction products or processes of certain manufacturers or suppliers designated in the Specifications followed by the words "or approved equal." Approval of alternate products or processes not listed in the Specifications may be obtained by following the submittal procedures specified in Section 01300 - Submittals. The procedure for approval of alternate products is not applicable to preapproved products.
- C. Product Compatibility: To the maximum extent possible, provide products that are of the same type or function from a single manufacturer, make, or source. Where more than one choice is available as a Contractor's option, select a product which is compatible with other products already selected, specified, or in use by the Owner.

1.04 CONTRACTOR'S RESPONSIBILITY

- A. Furnish information the Engineer deems necessary to judge equivalency of the alternate product.
- B. Pay for laboratory testing, as well as any other review or examination costs, needed to establish the equivalency between products in order to obtain information upon which the Engineer can base a decision.
- C. If the Engineer determines that an alternate product is not equal to that named in the Specifications, the Contractor shall furnish one of the specified products.

1.05 ENGINEER'S REVIEW

- A. Alternate products or processes may be used only if approved in writing by the Engineer. The Engineer's determination regarding acceptance of a proposed alternate product is final.
- B. Alternate products will be accepted if the product is judged by the Engineer to be equivalent to the specified product or to offer substantial benefit to the Owner.

SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

- C. The Owner retains the right to accept any product or process deemed advantageous to the Owner, and similarly, to reject any product or process deemed not beneficial to the Owner.

1.06 SUBSTITUTION PROCEDURE

- A. Collect and assemble technical information applicable to the proposed product to aid in determining equivalency as related to the approved product specified.
- B. Submit a written request for a construction product to be considered as an alternate product.
- C. Submit the product information after the effective date of the Agreement and within the time period allowed for substitution submittals given in the General Conditions. After the submittal period has expired, requests for alternate products will be considered only when a specified product becomes unavailable because of conditions beyond the Contractor's control.
- D. Submit five copies of each request for alternate product approval. Include the following information:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents
 - 2. For products:
 - a. Product identification, including manufacturer's name and address
 - b. Manufacturer's literature with product description, performance and test data, and reference standards
 - c. Samples, as applicable
 - d. Name and address of similar projects on which product was used and date of installation. Include the name of the Owner, Architect/Engineer, and installing contractor.
 - 3. For construction methods:
 - a. Detailed description of proposed method
 - b. Drawings illustrating methods
 - 4. Itemized comparison of proposed substitution with product or method specified
 - 5. Data relating to changes in construction schedule
 - 6. Relation to separate contracts, if any
 - 7. Accurate cost data on proposed substitution in comparison with product or method specified.
 - 8. Other information requested by the Engineer.
- E. Approved alternate products will be subject to the same review process as the specified product would have been for shop drawings, product data, and samples.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures including final submittals such as operation and maintenance data, warranties, and spare parts and maintenance materials.

1.02 CLOSEOUT PROCEDURES

- A. Comply with the General Conditions regarding Final Completion and Final Payment when Work is complete and ready for Engineer's final inspection.
- B. Provide Project Record Documents in accordance with Section 01720 – Project Record Documents.
- C. Complete or correct items on punch list, with no new items added. Any new items will be addressed during warranty period.
- D. The Owner will occupy portions of the Work as specified in other Sections.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and temporary construction facilities from the site following the final test of utilities and completion of the work.

1.04 OPERATION AND MAINTENANCE DATA

- A. Submit operations and maintenance data as noted in Section 01300 - Submittals.

1.05 WARRANTIES

- A. Provide one original of each warranty from Subcontractors, suppliers, and manufacturers.
- B. Provide Table of Contents and assemble warranties in 3-ring/D binder with durable plastic cover.
- C. Submit warranties prior to final Application for Payment.
- D. Warranties shall commence in accordance with the requirements in the General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Maintenance and Submittal of Record Documents and Samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain one record copy of documents at the site.
- B. Store Record Documents and samples in field office if a field office is required by Contract Documents, or in a secure location. Provide files, racks, and secure storage for Record Documents and samples.
- C. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and Samples available for inspection by Engineer.

1.03 RECORDING

- A. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- B. Contract Drawings and Shop Drawings: Legibly mark each item to record all actual construction, or "as built" conditions, including:
 - 1. Measured horizontal locations and elevations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Elevations of underground utilities referenced to benchmark utilized for project.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by modifications.
 - 5. Details not on original contract drawings.
 - 6. References to related shop drawings and Modifications.
- C. Record information with a red pen or pencil on a set of blue line opaque drawings, provided by Engineer.

1.04 SUBMITTALS

- A. At contract closeout, deliver Project Record Documents to Engineer.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 02485

TREATED TIMBER STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, treating, inspecting, handling, and installation of treated timber required to complete the project.

1.02 UNIT PRICES

- A. Treated timber shall not be measured directly but shall be considered subsidiary to the other bid items listed in the proposal form.

1.03 SUBMITTALS

- A. The Contractor shall submit the following documentation to the Engineer prior to delivery of materials to the site:
 - 1. Name, address and telephone number of the company(s) responsible for treatment of the timber.
 - 2. Certification from the treatment company stating that the timber meets all requirements of the specifications; that the minimum grade is equal to or better than that specified; that the moisture content of the wood is in accordance with that specified; that the minimum retention of preservative is as specified; that any required secondary treatment including water repellent or polymer coating is as specified. The Owner may use an independent laboratory to perform additional testing on the material at any time during or after construction to ensure adherence to the specifications.
 - 3. Technical data and manufacturer's recommendations on field application for the Copper Naphthenate preservative to be used for field treatment of all cut ends and drill holes.

PART 2 PRODUCTS

2.01 PRESERVATIVE FOR PRESSURE TREATMENT

- A. CCA – CCA preservative may only be used in applications requiring saltwater submersion. The preservative used for pressure treatment of pilings and timbers shall be Type C, Chromated Copper Arsenate (CCA) in accordance with AWPA Standard U1. The preservative shall be formulated using only the oxide forms of the chemicals. All wood products shall be pressure treated to conform to the requirements of AWPA Standard C1.
- B. MCA - The preservative used for pressure treatment of decking shall be Micronized Copper Azole (MCA) in accordance with AWPA Standard U1. All wood products shall be pressure treated to conform to the requirements of AWPA Standard T1.

2.02 TREATED TIMBER PILES

- A. Treated timber piles shall be southern pine, conforming to ASTM D25 and shall be pressure impregnated in accordance with AWPA C3 and AWPA C18. The preservative type and minimum retention of preservative shall not be less than that specified in the plans. Timber piles shall have the following minimum dimensions:

ASTM D25 – CLASS B PILING

Minimum Butt Diameter (3' from end)	12" for pilings up to 45' long 13" for pilings 50' and longer
Minimum Tip Diameter	8" for pilings up to 35' long 7" for pilings between 40' and 70' long

SECTION 02485

TREATED TIMBER STRUCTURES

6" for pilings 75' and longer

The minimum piling length shall not be less than that specified in the plans.

2.03 TREATED TIMBER

- A. Treated timber shall be southern pine and shall be graded in accordance with the Southern Pine Inspection Bureau (SPIB) Standard Grading Rules. The lumber grade shall not be less than that specified on the plans. Treated timber shall be pressure impregnated in accordance with AWPA C2. The preservative type and minimum retention of preservative shall not be less than that specified on the plans. Surfacing of the lumber shall be surface as specified on the plans. Rough sawn shall indicate that the lumber has not been dressed but has been sawed, edged and trimmed at least to the extent of showing saw marks on the four longitudinal surfaces of each piece the entire length. Dressed lumber shall be surfaced, planed or dressed by a planing machine on one side (S1S), two sides (S2S), one edge (S1E), two edges (S2E) or a combination of sides and edges (S1S1E, S1S2E, S2S1E or S4S).

2.04 WATER REPELLENT

- A. When called for by the plans or specifications, wood shall be pressure treated with a preservative-compatible water repellent so that treated wafers swell not more than 1% after five minutes of submersion when tested in accordance with AWPA's standard test method, E13-92.

2.05 FINAL MOISTURE CONTENT

- A. When the plans indicate that the timber shall be kiln dried after treatment (KDAT or KD19), it shall be dried to a moisture content of not more than 19%.

2.06 FIXATION OF CHEMICAL

- A. Treated material shall not be shipped from the treatment plant until fixation of the preservative has occurred in the wood.

2.07 POLYMER COATING

- A. When the plans indicate that the timber shall be polymer coated, the wood shall first be pressure treated and kiln dried as described above. The polymer coating shall be a high performance plural component polymer elastomer specifically formulated for the application on treated lumber. The coating system shall be based on amine-terminated polyether resins, amine chain, extenders and isocyanates. An acceptable coating is 21 POLY_{tm}, as supplied by Northstar Vinyl Products, LLC. The physical properties of the polymer coating after 48 hours shall be:

Color	Dark Green	
Nominal Thickness	35-50 mil	
Elongation @ 25 deg C	50%	ASTM D638
Tensile Strength	1500 psi	ASTM D638
Tear Resistance	300 lbs/in	ASTM D624
Pull Off w/ 106 Elcometer (Adhesion)	300 psi	ASTM D4541
Hardness-Shore D	40	ASTM D2240
Hardness-Shore A	80	ASTM D2240
Abrasion Resistance	150 mg/1000 rev, H-18 wheel	ASTM D4060

SECTION 02485

TREATED TIMBER STRUCTURES

Adequate Polymer Field Patch Kits shall be supplied by polymer manufacturer for making repairs to cut ends and drill holes in the field.

2.08 HARDWARE AND FASTENERS

- A. Hardware and fasteners shall be of the size and type specified on the plans. Lag screws, bolts and nails shall conform to ASTM A307. When the plans call for fasteners to be Hot Dip Galvanized (HDG), they shall be coated with a minimum of 2.0 oz./sq.ft. of zinc coating in accordance with ASTM A153. When the plans call for fasteners to be Stainless Steel (SS), they shall be 316 Stainless.

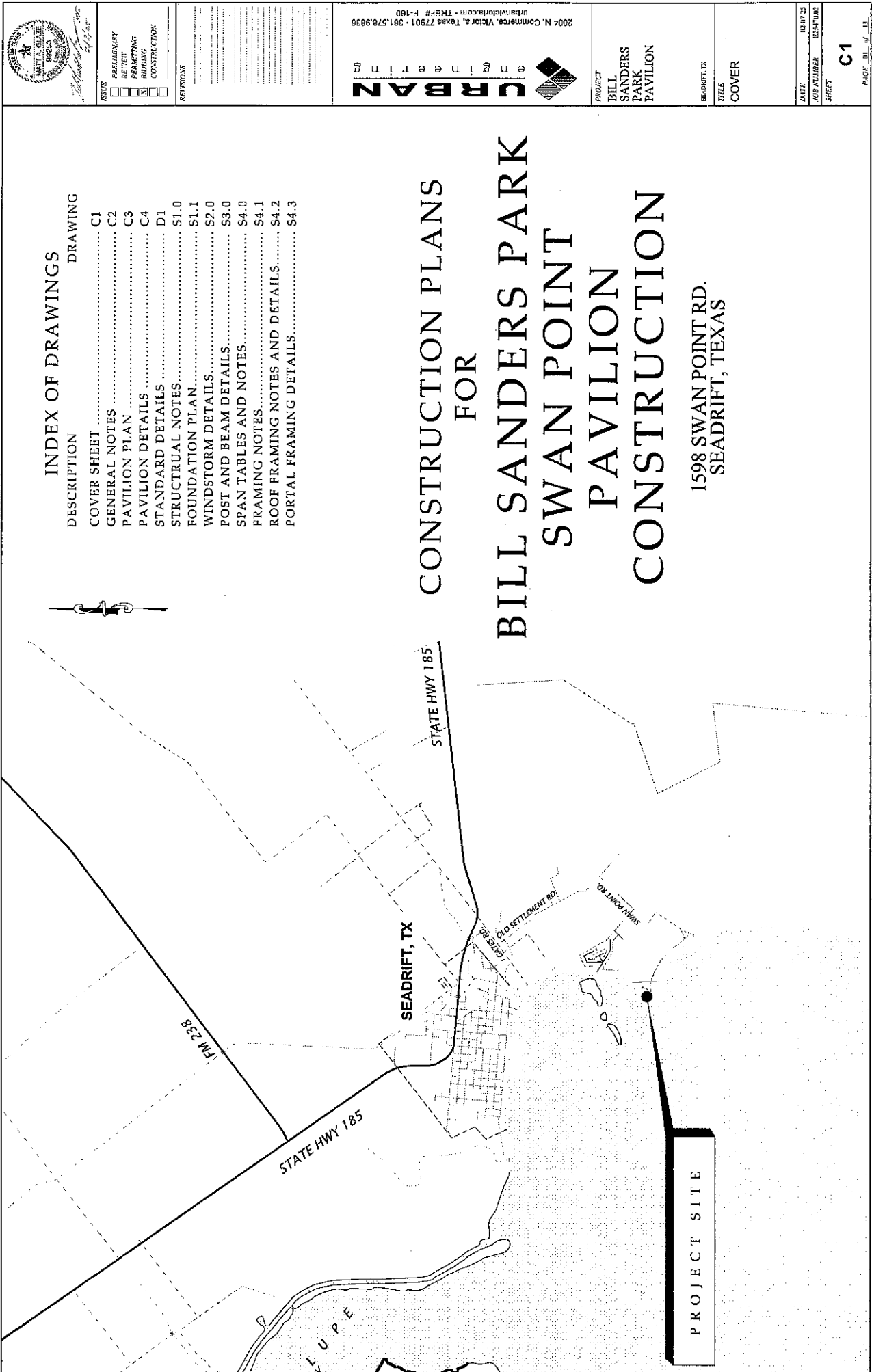
PART 3 EXECUTION

3.01 HANDLING

- A. Treated timber shall be handled in accordance with AWPA M4 Standard for the Care of Preservative Treated Wood Products. Wood shall be stored and handled in a manner which does not injure the timber. When timbers must be cut to length, notched or drilled, the cut ends shall be treated with two applications of a 2% Copper Naphthenate solution. When called for on the plans, cut-off pilings shall be sealed with a coal-tar roofing cement meeting ASTM D4022.

END OF SECTION

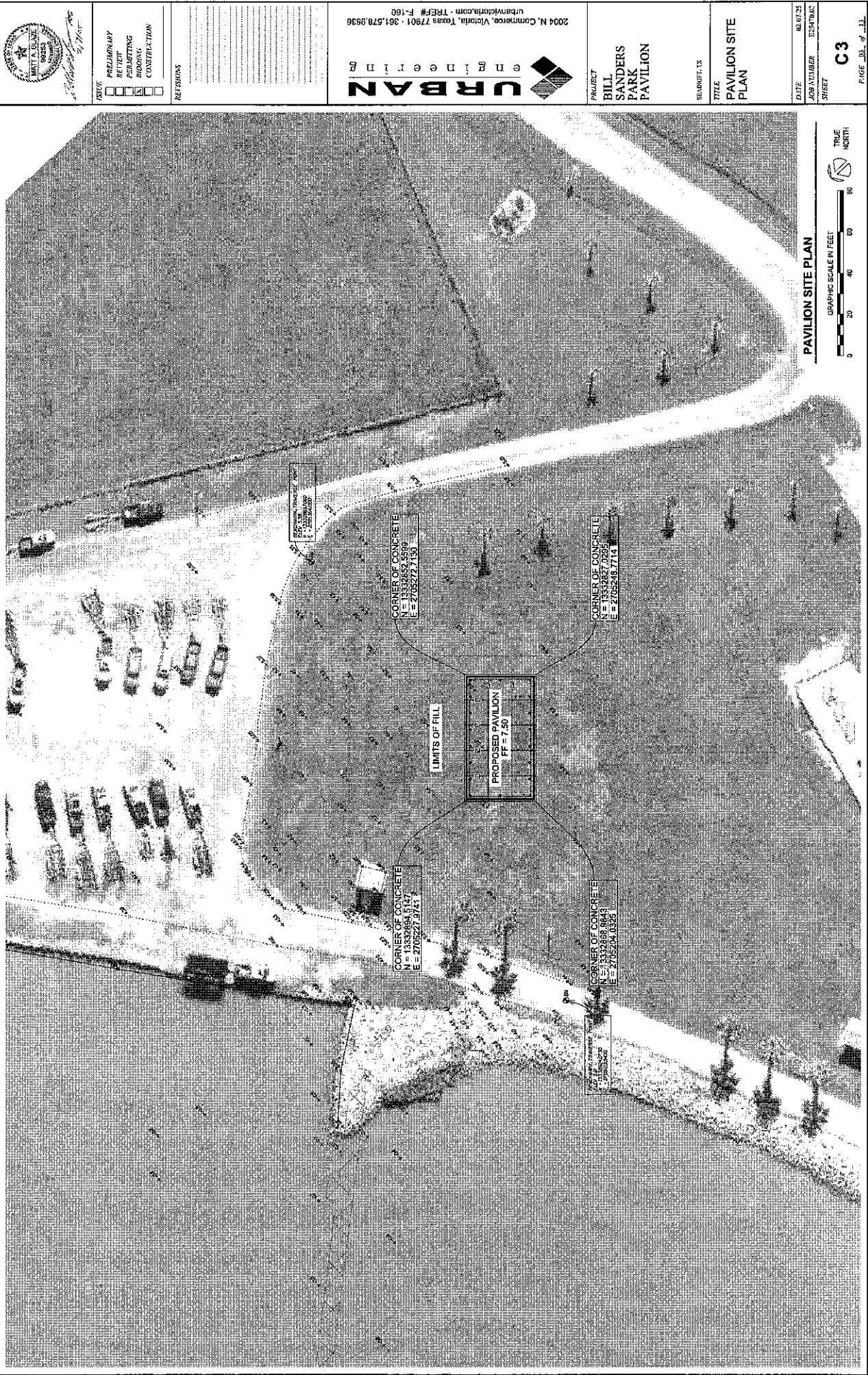
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CONSTRUCTION PLANS
FOR
BILL SANDERS PARK
SWAN POINT
PAVILION
CONSTRUCTION

1598 SWAN POINT RD.
SEADRIFT, TEXAS



ISSUE
 PRELIMINARY ☐
 REVISED ☐
 PERMITTING ☐
 BIDDING ☒
 CONSTRUCTION ☐

REVISIONS
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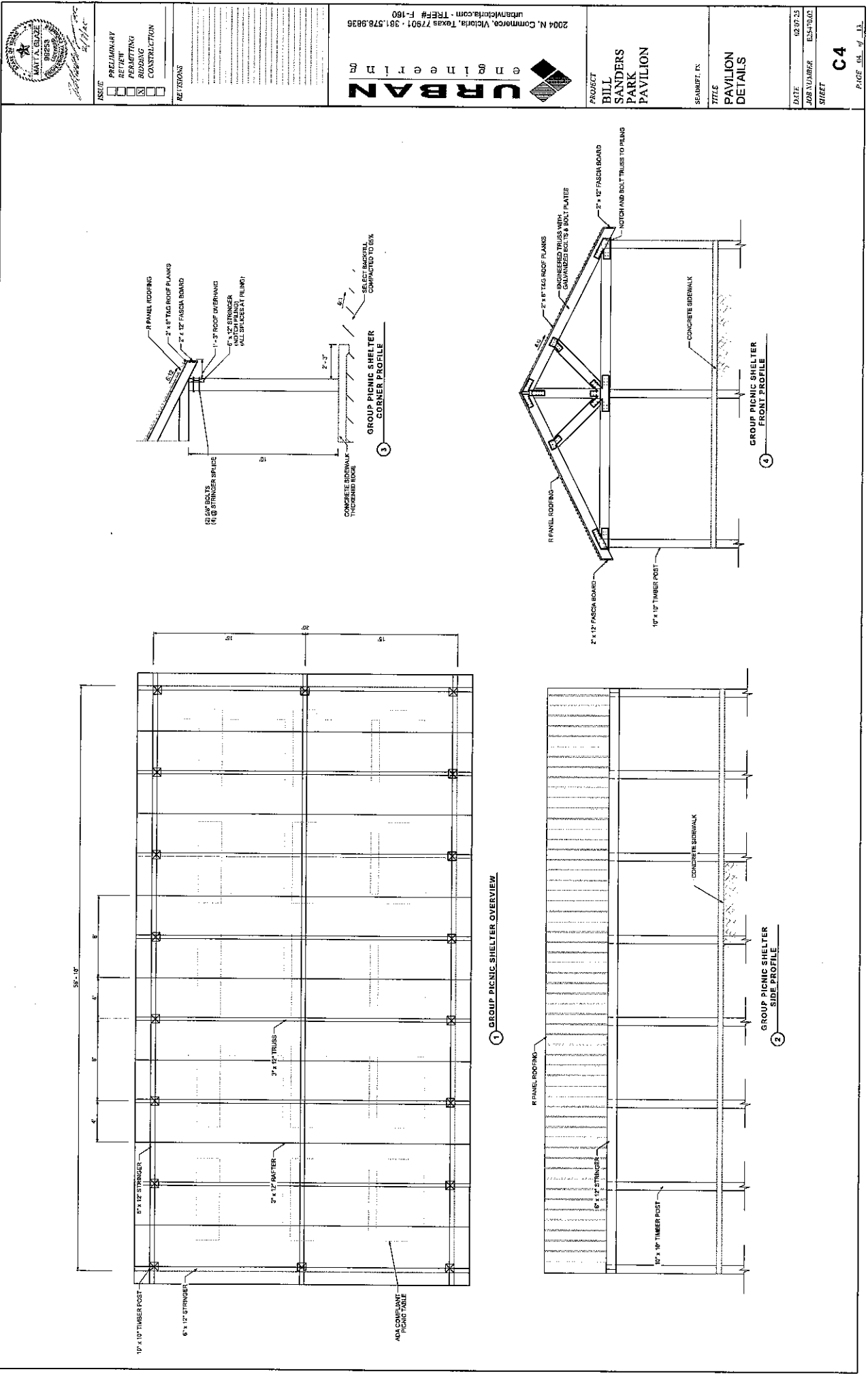
2004 N. Commerce, Victoria, Texas 77901 - 361.578.9836
 urbanengineering.com - TREF# F-160
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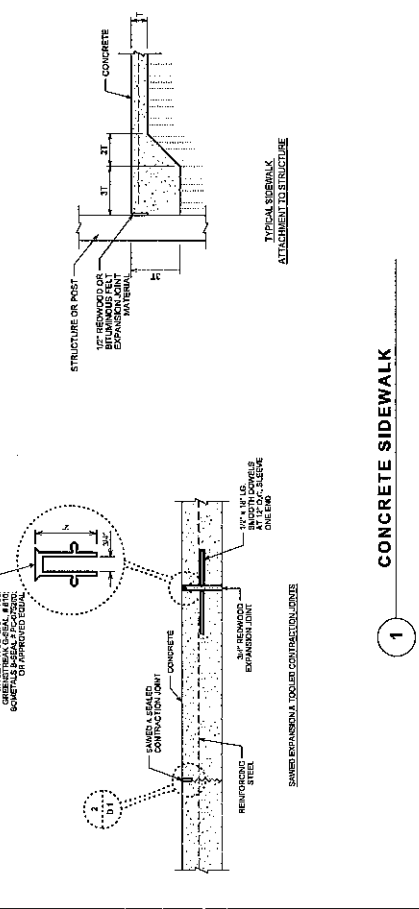
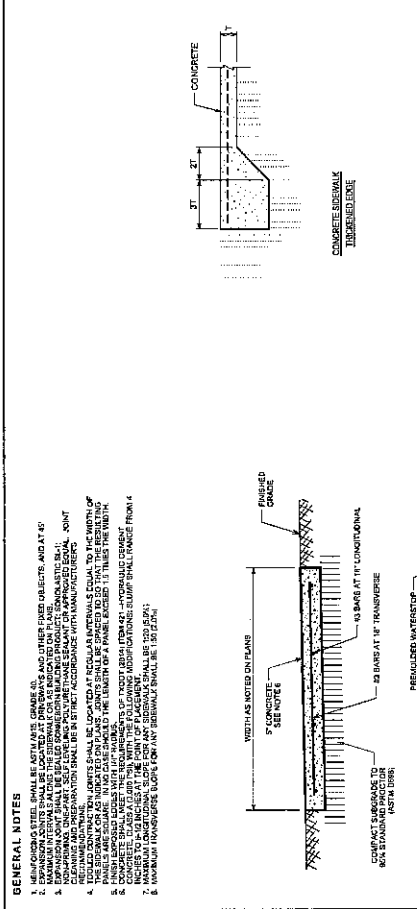
PROJECT
 BILL SANDERS PARK PAVILION
 SEAWAY, TX

TITLE
 PAVILION SITE PLAN

DATE: 02/07/25
 JOB NUMBER: 22547062
 SHEET: C3
 PAGE 302 of 31

PAVILION SITE PLAN
 GRAPHIC SCALE IN FEET
 0 20 40 60 80
 TRUE NORTH





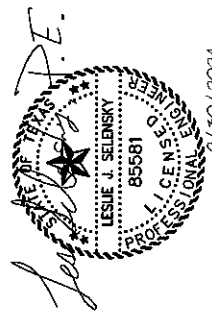
GENERAL PROJECT NOTES & BUILDER REQUIREMENTS

1. PROJECT STRUCTURE WAS DESIGNED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE (IBC) 2018 EDITION PER TEXAS DEPARTMENT OF INSURANCE (TDI) REQUIREMENTS
2. ALL MATERIALS AND WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE ABOVE MENTIONED STANDARDS AS WELL AS ALL APPLICABLE REQUIREMENTS BY LOCAL AND OTHER JURISDICTIONS. (THE MORE STRINGENT OF THE TWO SHALL BE USED, IF CONFLICTING)
3. WINDSHORE ENGINEERING, LLC IS NOT RESPONSIBLE FOR ESTABLISHING ELEVATION REQUIREMENTS FOR ANY IMPROVEMENTS. CONTRACTOR/OWNER IS RESPONSIBLE FOR MEETING AND/OR EXCEEDING ALL ELEVATION REQUIREMENTS PER LOCAL AND OTHER JURISDICTIONS.
4. THE PERMITTING PROCESS IS THE RESPONSIBILITY OF THE CONTRACTOR/OWNER
5. BUILDER RESPONSIBILITIES
- 5.1. METHODS, PROCEDURES, AND SEQUENCES OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ENSURE THE CONSTRUCTION STRUCTURE SHALL EXCEED ALL REQUIREMENTS OF ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS PER LOCAL, STATE, AND FEDERAL REQUIREMENTS.
- 5.2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY FLOOD ZONE, IF ANY, AND ANY REQUIRED FLOOD-PROOFING BUILDING MEASURES
- 5.3. CONTRACTOR TO PROVIDE ALL MATERIAL, RECEIPTS AND OTHER MATERIAL IDENTIFICATION IN ORDER TO VERIFY COMPLIANCE WITH ALL DETAILS PROVIDED IN THIS DRAWING SET AS WELL AS REQUIREMENTS SET FORTH IN APPLICABLE STANDARDS
- 5.4. CONTRACTOR TO SUPPLY WINDSHORE ENGINEERING, LLC WITH ALL MATERIAL INFORMATION PRIOR TO INSPECTIONS (IE. PRODUCT NAME, MAKE, MODEL, AND RELEVANT TECHNICAL INFORMATION). ALL LABELS TO REMAIN IN PLACE UNTIL PRODUCT IS APPROVED BY ENGINEER OF RECORD.
- 5.5. CONTRACTOR AND HIS SUBCONTRACTORS ARE RESPONSIBLE FOR MATERIAL QUANTITIES AND ANY AND ALL UNSPECIFIED COMPONENTS REQUIRED FOR CONSTRUCTION
- 5.6. ENSURE ALL COMPONENTS AND CLADDING ARE INSTALLED ACCORDING TO APPROPRIATE WIND PRESSURES, APPLICABLE TO PRODUCT EVALUATION REPORTS, AND MANUFACTURER'S INSTALLATION INSTRUCTIONS (E.G. WINDOWS, DOORS, GARAGE DOORS, ROOFING, ETC.)
- 5.7.1. MANUFACTURER'S INSTALLATION INSTRUCTIONS AND APPLICABLE EVALUATION REPORTS ARE TO BE MAINTAINED ON-SITE AND AVAILABLE TO THE ENGINEER OF RECORD AT ALL TIMES.
- 5.7.2. DOUBLE UNDERLAYMENT IS REQUIRED FOR SINGLE SLOPES INSTALLED ON ROOF SLOPES BETWEEN 2:12 AND 4:12. SINGLE SLOPES ARE NOT ALLOWED FOR LESS THAN 2:12 SLOPE
- 5.7.3. LOW SLOPE ROOF COVERING IS TO BE USED ON ROOFS LESS THAN 2:12 SLOPE
- 5.7.4. WINDBORNE DEBRIS PROTECTION IN ACCORDANCE WITH IBC 1908.2 MUST BE PROVIDED PRIOR TO FINAL APPROVAL AND ISSUANCE OF WP42
- 5.8. CONTRACT ENGINEER OF RECORD SHOULD HAVE ANY SITE CONDITION VARIANCES OR STRUCTURAL DESIGN CONFLICTS ARISE
6. ALL FRAMING SHALL COMPLY WITH THE FOLLOWING:
- 6.1. STRUCTURAL FRAMING MEMBERS TO BE SOUTHERN PINE #2 (SP#2) UNLESS OTHERWISE NOTED
- 6.2. ALL FRAMING MATERIAL EXPOSED TO WEATHER SHALL BE PRESSURE TREATED
- 6.2.1. IF DIRECT CONTACT W/ SALT WATER 2:5 COA
- 6.2.2. IF DIRECT CONTACT W/ FRESHWATER 0:4 COA
- 6.3. ALL SILL PLATE TO FOUNDATION ANCHORS TO BE 58" HOT DIP GALVANIZED (HDG) WITH 3" SQUARE STEEL PLATE W/ ANCHOR BOLT SHALL BE PROVIDED BETWEEN 6" AND 12" INCHES OF EACH END OF FOUNDATION (ONE ANCHOR BOLT SHALL BE PROVIDED BETWEEN 6" AND 12" INCHES OF EACH END OF EACH PLATE, INCLUDING SPICES)
- 6.4. ALL ANCHOR BOLTS SHALL BE 5/8" WITH 2" HDG SQUARE STEEL PLATE WASHERS
- 6.5. ALL LOAD-BEARING WALLS TO BE CONSTRUCTED WITH MINIMUM 2"x4" STUDS SPACED NO MORE THAN 16" O.C. WITH LATERALLY UNSUPPORTED STUD HEIGHT NOT EXCEEDING 10 FEET
- 6.6. BLOCKING REQUIRED AT MID-SPAN OF STUDS WHEN WALL HEIGHT IS GREATER THAN 4 FEET
- 6.7. NO LESS THAN (3) STUDS SHALL BE INSTALLED AT ALL EXTERIOR WALL CORNERS
- 6.8. ALL EXTERIOR WALLS TO BE CONSTRUCTED WITH DOUBLE TOP PLATES
- 6.9. RAFTERS TO BE FRAMED IN LINE AT RIDGES, HIPs, AND VALLEYS TO ALLOW FOR ALL APPLICABLE MAIN WIND FORCE RESISTING SYSTEM (MWFRS) STRAPPING
7. GENERAL INSPECTION NOTES:
- 7.1. PRE-FOUR INSPECTION MUST BE SCHEDULED AND COMPLETED NO LATER THAN 24 HOURS PRIOR TO SCHEDULED FOUR DATE
- 7.2. SHOULD PRE-FOUR INSPECTION FAIL FOR ANY REASON, CONTRACTOR MUST ALLOW FOR VISUAL INSPECTION OF CORRECTIONS BY WINDSHORE ENGINEERING, LLC. STAFF PRIOR TO PROCEEDING PRIOR TO APPROVAL OF FINAL FRAMING. CONTRACTOR MUST ALLOW FOR WINDSHORE ENGINEERING, LLC STAFF TO COMPLETE VISUAL INSPECTION OF ALL HARDWARE AND FRAMING MEMBERS INCLUDING, BUT NOT LIMITED TO: HOLD-DOWNS, NAILERS STRAPPING, NAILING PATTERNS ON SHEATHING AND ROOF DECKING. CONTRACTOR NOT TO COVER FASTENERS AND HARDWARE BEFORE INSPECTION APPROVAL
- 7.4. ALL MATERIALS AND WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE ABOVE MENTIONED STANDARDS AS WELL AS ALL APPLICABLE REQUIREMENTS BY LOCAL AND OTHER JURISDICTIONS. (THE MORE STRINGENT OF THE TWO SHALL BE USED, IF CONFLICTING)
- 7.5. CONTRACTOR TO PROVIDE VISUAL INSPECTION OF INSTALLATION OF EXTERIOR MECHANICAL EQUIPMENT STAFF TO COMPLETE VISUAL INSPECTION OF INSTALLATION OF EXTERIOR MECHANICAL EQUIPMENT
- 7.6. WINDSHORE ENGINEERING, LLC STAFF REFERENCED WILL BE EITHER A TDA-QCI (APPOINTED QUALITY INSPECTOR) OR A DESIGNATED REPRESENTATIVE OF A TDA-QCI
8. FOUNDATION INSPECTION NOTES:
- 8.1. IF SITE-SPECIFIC SOILS REPORT IS NOT PROVIDED, FOUNDATION DESIGN IS BASED ON A POTENTIAL LIGGE SPEC (PVR) OF 1" OR LESS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THIS PVR LIMITATION HAS BEEN REACHED.
- 8.2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FOUNDATION DIMENSIONS, LIGGS, DROPS, OFF-SETS, BLOCKOUTS, ORIENTATION, EXISTING AND FUTURE UTILITIES, POTENTIAL CONFLICTS AND PRE-CONSTRUCTION CONDITIONS.
- 8.3. POSITIVE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES PER IBC 1804.4.

- 8.4. CONTRACTOR TO VERIFY TRUENESS AND LEVELNESS OF ALL FRAMING PILES, GIRDERS, JOISTS, STUDS, ETC.)
- 8.5. THE ENGINEER OF RECORD SHALL BE NOTIFIED IN WRITING OF ANY FIELD CHANGES AND SITE CONDITION VARIATIONS.
9. SLAB ON GRADE FOUNDATION NOTES:
- 9.1. ALL CONCRETE SHALL BE NORMAL WEIGHT, READY-MIXED AND IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 318.30T AND ASTM C94. CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I. AT 28 DAYS, SLUMP NOT LESS THAN 3" AND NOT MORE THAN 5". ALL ADJUSTMENTS SHALL BE APPROVED BY THE ENGINEER OF RECORD.
- 9.2. DEFORMED NON-PRESSURE TREATED REINFORCEMENTS SHALL CONFORM TO ASTM A615, GRADE 60. LAP ALL REBAR SPICES 36 BAR DIAMETERS MINIMUM.
- 9.3. ALL REBAR BEAMS/DECKING INTERSECTIONS AND CORNERS ARE TO BE CORNER WRAPPED W/ (4) #5 BARS (TWO TOP, TWO BOTTOM) LAPPED 24" EACH WAY.
- 9.4. ANCHOR BOLTS SHALL BE EMBEDDED INTO CONCRETE FOUNDATION A MINIMUM OF 7" AND SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:
- 9.4.1. ALL ANCHOR BOLTS SHALL BE 5/8" WITH 2" HDG SQUARE STEEL PLATE WASHERS AT LEAST 14 DAYS PRIOR TO TIGHTENING THE ANCHOR BOLT IN ORDER TO PRESENT BOLT ROTATION. ANCHOR BOLT SPACING PER WINDSHORE PLAN.
- 9.5. A MINIMUM 6" MIL. POLYETHYLENE MOISTURE BARRIER SHALL BE INSTALLED UNDER ALL CONCRETE SLABS WITH 6" LAPS AT ALL SPICES.
- 9.6. KEEP MINIMUM OF 15" LATERAL CONCRETE COVER, 2" OFF OF TRENCH BOTTOM, AND 2" FROM BOTTOM OF THE SLAB (ALL REBAR TO BE UNIFORMLY SUPPORTED BY 2" CHAIRS OR BLOCKING.) FOUNDATION AREA TO BE FREE OF ALL ORGANIC MATTER, LARGE ROCKS, TRASH, ROOTS, OR EXCESSIVE LOOSE FILL.
- 9.8. REPLACE UNSUITABLE FOUNDATION MATERIALS WITH CLEAN SELECT FILL OR OTHER NON-EXPANSIVE STRUCTURAL FILL MATERIALS IN 8 INCH LIFTS AND FOLLOWING INDUSTRY STANDARD COMPACTION PRACTICES.
- 9.9. NO LARGE TREES OR SHRUBBERY SHALL BE PLANTED WITHIN 15 FT OF SLAB EDGE.
- 9.10. THE ENGINEER OF RECORD SHALL BE NOTIFIED AT LEAST ONE DAY PRIOR TO PRE-FOUR INSPECTION OF REINFORCEMENT AND FORMWORK BEFORE THE DAY OF THE CONCRETE POUR. IF WATER IS ENCOUNTERED DURING CONSTRUCTION, CONTACT THE ENGINEER OF RECORD.
- 9.11. MAINTAIN SUFFICIENT CLEARANCE AROUND COLUMN BASE SHALL BE INSTALLED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND APPLICABLE EVALUATION REPORTS ARE TO BE MAINTAINED ON-SITE AND AVAILABLE TO THE ENGINEER OF RECORD AT ALL TIMES.
- 9.12. MAINTAINING REQUIRED MINIMUM CONCRETE CLEARANCE AROUND COLUMN BASE.
- 9.13. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE UNDERGROUND PLUMBING AND ANY OTHER WORK UNDER THE BUILDING FOUNDATION HAS BEEN COMPLETED PRIOR TO POUR.
- 9.14. ANY OTHER WORK UNDER THE BUILDING FOUNDATION OF THE EXISTING SOIL OR SELECT BACKFILL MATERIALS PRIOR TO PLACING THE FOUNDATION CONCRETE.
10. POST TENSIONED SLAB FOUNDATION NOTES:
- 10.1. ALL CONCRETE SHALL BE NORMAL WEIGHT, READY-MIXED AND IN ACCORDANCE WITH ACI 318.30T AND ASTM C94. CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I. AT 28 DAYS AND AT LEAST 2,000 P.S.I. AT THE TIME OF STRESSING WHICH IS USUALLY AFTER 3 TO 7 DAYS OF CURING. CONCRETE SHALL HAVE A SLUMP NOT LESS THAN 3" AND NOT MORE THAN 5". ALL ADJUSTMENTS SHALL BE APPROVED BY THE ENGINEER OF RECORD.
- 10.2. POST TENSIONING MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF "SPECIFICATIONS FOR UNBONDED SINGLE STRAND TENDONS" BY POST-TENSIONING INSTITUTE (PTI). 1/2" IN DIAMETER LOW RELAXATION 7 WIRE STRESS RELIEVED STRAND SHALL HAVE A GUARANTEED ULTIMATE TENSILE STRENGTH OF 70KSI AND FABRICATED IN A PLANT CURRENTLY CERTIFIED BY PTI.
- 10.3. DEFORMED NON-PRESSURE TREATED REINFORCEMENTS SHALL CONFORM TO ASTM A615, GRADE 60. LAP ALL REBAR SPICES 36 BAR DIAMETERS MINIMUM.
- 10.4. ANCHOR BOLTS SHALL BE EMBEDDED INTO CONCRETE FOUNDATION A MINIMUM OF 7" AND SHALL CONFORM TO ASTM A615 HIGH REQUIREMENTS. CONTRACTOR TO WAIT UNTIL THE CONCRETE IS AT POST-TENSIONING STRENGTH PRIOR TO TIGHTENING THE ANCHOR BOLT IN ORDER TO PRESENT BOLT ROTATION. ANCHOR BOLT SPACING PER WINDSHORE PLAN.
- 10.5. A MINIMUM 6" MIL. POLYETHYLENE MOISTURE BARRIER SHALL BE INSTALLED UNDER ALL CONCRETE SLABS WITH 6" LAPS AT ALL SPICES.
- 10.6. ALL END ANCHORAGES SHALL CONFORM TO ACI CODE REQUIREMENTS AND SHALL BE INSTALLED PER THE MANUFACTURER'S INSTALLATION GUIDE.
- 10.7. KEEP MINIMUM OF 15" LATERAL CONCRETE COVER, 2" OFF OF TRENCH BOTTOM, AND 2" FROM BOTTOM OF THE SLAB. ALL REBAR AND/OR TENDONS TO BE UNIFORMLY SUPPORTED BY 2" CHAIRS OR BLOCKING.
- 10.8. 1 EACH 48 U BAR (HARPING) SHALL BE INSTALLED AT EACH LIVE/DEAD END. KEEP 2" MINIMUM CLEARANCE FROM THE EDGE OF THE SLAB.
- 10.9. TENDONS SHALL BE ANCHORED AT 3X SPACES PER STRAND. ONLY QUALIFIED TECHNICIANS SHALL PERFORM THE TENDON ELONGATION. A COPY OF FIELD ELONGATION RECORDS AND TECHNICIAN CERTIFICATIONS SHALL BE PROVIDED TO ENGINEER OF RECORD UPON COMPLETION.
- 10.10. ANY PENETRATIONS THROUGH THE SLAB SHALL NOT EXCEED 2", INCLUDING BUT NOT LIMITED TO TIE TRAPS.
- 10.11. FOUNDATION AREA TO BE FREE OF ALL ORGANIC MATTER, LARGE ROCKS, TRASH, ROOTS, OR EXCESSIVE LOOSE FILL.
- 10.12. REPLACE UNSUITABLE FOUNDATION MATERIALS WITH CLEAN SELECT FILL OR OTHER NON-EXPANSIVE STRUCTURAL FILL MATERIALS IN 8 INCH LIFTS AND FOLLOWING INDUSTRY STANDARD COMPACTION PRACTICES.
- 10.13. NO LARGE TREES OR SHRUBBERY SHALL BE PLANTED WITHIN 15 FT OF SLAB EDGE.
- 10.14. THE ENGINEER OF RECORD SHALL BE NOTIFIED AT LEAST ONE DAY PRIOR TO INSPECTIONS FOR BOTH CONCRETE POURS AND TENDON STRESSING.
- 10.15. APPROPRIATE SINKPON STRONG-TIE COLUMN BASE SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS FOR TIEBACK COLUMNS DURING CONCRETE POUR. CONTRACTOR RESPONSIBLE FOR MAINTAINING REQUIRED MINIMUM CONCRETE CLEARANCE AROUND COLUMN BASE.

- 10.16. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE UNDERGROUND PLUMBING AND ANY OTHER WORK UNDER THE BUILDING FOUNDATION HAS BEEN COMPLETED PRIOR TO POUR.
- 10.17. CONTRACTOR SHALL ENSURE PROPER COMPACTION OF THE EXISTING SOIL OR SELECT BACKFILL MATERIALS PRIOR TO PLACING THE FOUNDATION CONCRETE.
11. TIMBER PILE FOUNDATION NOTES:
- 11.1. FLOOR JOISTS
- 11.1.1. JOISTS TO BE FASTENED TO GRIER WITH 2X BLOCKING NAILLED BETWEEN GRIERS AND UP THE BLOCKING TO BE 12" LOWER THAN TOP OF JOIST
- 11.1.2. BLOCKING TO BE 12" LOWER THAN TOP OF JOIST
- 11.1.3. WINDSHORE CO. SELECTORS AT JOIST-GRIER INTERFACE PER WINDSHORE PLAN DETAILS
- 11.2. PORCH JOISTS
- 11.2.1. JOISTS TO BE FASTENED TO GRIER WITH 2X BLOCKING NAILLED BETWEEN GRIERS AND UP THE BLOCKING TO BE 12" LOWER THAN TOP OF JOIST
- 11.2.2. BLOCKING TO BE 12" LOWER THAN TOP OF JOIST
- 11.2.3. WINDSHORE CO. SELECTORS AT JOIST-GRIER INTERFACE PER PLAN DETAILS
- 11.2.4. PROVIDE NO LESS THAN (2) HOLD-DOWN TENSION DEVICES WITHIN 2 FEET OF THE EDGE OF THE DECK ATTACHED WA LEDGER
- 11.2.5. DECK HOLD-DOWN TENSION DEVICES TO HAVE AN ALLOWABLE STRESS DESIGN CAPACITY NOT LESS THAN 1,500 LB
- 11.3. PRESSURE BLOCKING NOT TO EXCEED 4' O.C. BETWEEN FIRST TWO JOISTS. PRESSURE BLOCKING @ MID-SPAN BETWEEN REMAINING JOISTS
- 11.4. JOISTS TO ACHIEVE 2" MINIMUM BEAM BEARING WIDTH ABOVE BEAMS AT EACH END
- 11.5. INCLUDE TRIPLE FLOOR JOISTS AT ENDS OF WALL BELOW SILL PLATES AND DOUBLE FLOOR JOISTS BELOW ALL LOAD-BEARING PARTITION WALLS UNLESS OTHERWISE NOTED
- 11.6. GIRDERS
- 11.6.1. PRESSURE BLOCKING BETWEEN GIRDERS @ 16" O.C. USE (3) WALLS EACH SIDE & (5) WALLS TO FLOOR JOISTS
- 11.6.2. CONNECT GIRDERS TO PILES WITH (2) 58" HDG BOLTS WITH 2" SQUARE WASHERS (4 BOLTS @ ANY GRIER SPICES)
- 11.7. PILING NOT TO BE NOTCHED MORE THAN 50%
- 11.8. ALL FASTENERS TO BE HDG OR SS UNLESS OTHERWISE NOTED
- 11.9. LUMBER GRADE OF ALL FRAMING MATERIAL TO BE SOUTHERN PINE #2 UNLESS OTHERWISE NOTED
- 11.10. ALL FRAMING MATERIAL EXPOSED TO WEATHER TO BE PRESSURE TREATED
- 11.11. WRAP PILING WITH 30 LB FELT 18" ABOVE AND BELOW GRADE
- 11.12. IF WATER IS ENCOUNTERED DURING CONSTRUCTION CONTACT THE ENGINEER OF RECORD
- 11.13. CONTRACTOR RESPONSIBLE FOR ENSURING ADEQUATE FILL FINISHED ELEVATION PRIOR TO NOTCHING AND INSTALLING GIRDERS
- 11.14. SPLICING OF PILES IS NOT ALLOWED UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER OF RECORD
- 11.15. CONTRACTOR RESPONSIBLE FOR ENSURING PROPER BACKFILL AROUND PILES AS WELL AS PROPER TIE DRAINAGE PER IBC 1804.4
- 11.16. CONTRACTOR TO VERIFY TRUENESS, AND LEVELNESS OF ALL FLOOR FRAMING MEMBERS (PILES, GIRDERS, JOISTS, SUBFLOOR, ETC.) PRIOR TO INITIATING WALL FRAMING TYP.
- STRUCTURAL DRAWINGS LIST
- PROJECT GENERAL NOTES
- FOUNDATION PLAN
- WINDSTORM DETAILS
- POST AND BEAM DETAILS
- SPAN TABLES AND NOTES
- FRAMING NOTES
- ROOF FRAMING NOTES AND DETAILS
- PORCH FRAMING DETAILS
- STAIR DETAILS

THESE PLANS ARE APPLICABLE ONLY FOR THE SPECIFIED ADDRESS. THESE PLANS ARE NOT TO BE USED AT ANY OTHER LOCATION WITHOUT EXPRESS WRITTEN CONSENT OF THE ENGINEER OF RECORD.

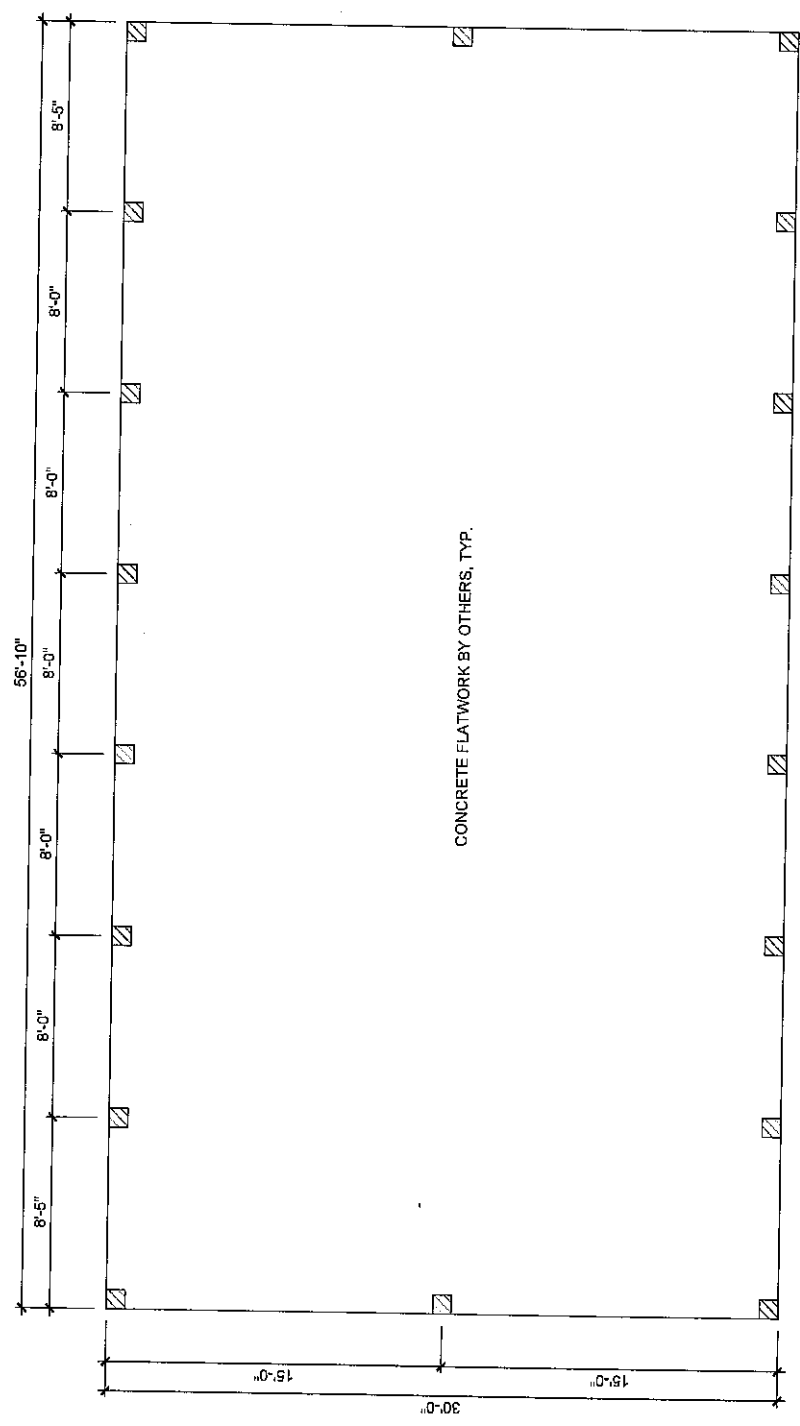
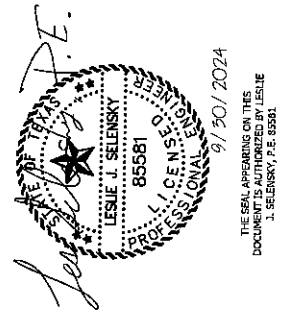


9/30/2024
S1.0
THE SEAL APPEARING ON THIS DOCUMENT IS AUTHORIZED BY LESLIE J. SELDENSKY, P.E. 85581

PLEASE NOTE: IT IS THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE ALL INSPECTIONS NO LESS THAN 24 HOURS PRIOR TO TIME OF INSPECTION. FAILURE TO NOTIFY AND SCHEDULE MANDATORY INSPECTIONS MAY RESULT IN DELAYED DEMOLITION OF COMPLETED WORK IN ORDER TO VERIFY COMPLIANCE. PLEASE CONTACT (361) 450-0234 FOR ALL SCHEDULING NEEDS.

ORIGINAL:	09/30/2024	REV A:	N/A	REV B:	N/A	REV C:	N/A
SCALE:	3/16" = 1'-0"						
SHEET TITLE:	FOUNDATION PLAN						
	1598 SWAN POINT RD, SEADRIFT, TX 77983						
JOB ADDRESS:	BILL SANDERS PARK (GROUP PICNIC SHELTER)		DRAWN BY:		DNB		CHECKED BY:
					LJS		

SHEET NO:
S1.1



CONCRETE FLATWORK BY OTHERS, TYP.

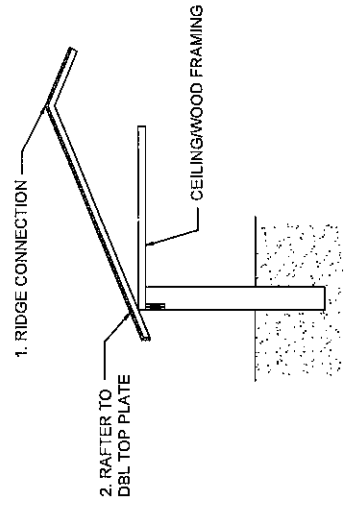
10"X10" TIMBER PILE EXTENDS TO ROOFLINE
 W/ 12LF BELOW EXISTING GRADE

- NOTE:
1. PILE HEIGHT NOT TO EXCEED 10LF ABOVE EXISTING GRADE
 2. SPLICING OF PILES/COLUMNS/POSTS IS NOT PERMITTED

01 FOUNDATION PLAN
 SCALE: 3/16" = 1'-0"

*NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS, LUGS, LEDGES, DROPS, OFF-SETS, ETC.

WINDSTORM PLAN					
NOTES AND VARIABLES					
RISK CATEGORY		II			
BASIC WIND SPEED (Vult)		146 mph			
EXPOSURE CATEGORY		D			
TOPOGRAPHIC FACTOR (Kzt)		1			
MEAN ROOF HEIGHT (h)		15LF			
ROOF SLOPE		6:12			
MWFRS CONTINUOUS LOAD PATH					
LOC.	MODEL	PER MEMBER	FASTENERS		CAPACITY
			TOP	BOTTOM	
1	LSTA30	1	(11).148x2.5"	(11).148x2.5"	1640 lbs
2	MTS12	2	(7).148x1.5"	(7).148x1.5"	1980 lbs



MWFRS TYPICAL - ROOF COVER ON PILES

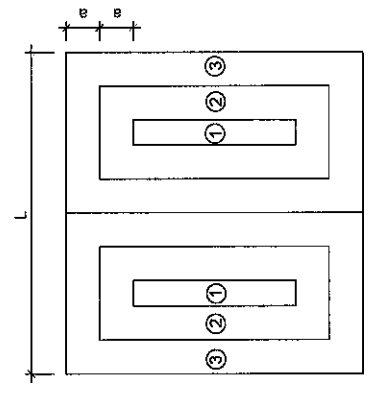
01 WINDSTORM SECTION NOT TO SCALE

Design Wind Pressures for Components and Cladding (PSF) - 146 MPH Risk Category II					
MRH ≤ 15 FEET Roof Slopes 20 to 30 degrees					
Effective Wind Area (SF)	Roof Zones				
	Interior Zone 1	Exterior Zone 2	Corner Zone 3		
10	12.2 -29.2	19.5 -43.9	24.4 -58.5		
20	12.2 -29.2	19.5 -43.9	19.5 -43.9		
50	12.2 -29.2	12.2 -29.2	12.2 -29.2		

*These design pressures have already been reduced to the ASD values

WINDSTORM PLAN NOTES

- ALL HOLD-DOWNS LISTED REFERENCE SIMPSON STRONG-TIE CONNECTIONS
- MAIN WIND FORCE RESISTING SYSTEM (MWFRS) STRAPPING PLAN BASED ON RAFTERS SPACED MAXIMUM OF 48" O.C. (CONTACT ENGINEER IF ANY CHANGES ARE MADE TO THIS SPACING)
- VERTICAL SHEARWALL PANEL JOINTS SHALL OCCUR OVER COMMON STUDS. HORIZONTAL PANEL JOINTS SHALL OCCUR OVER COMMON BLOCKING OF A MINIMUM 1 1/2" THICKNESS
- SHEARWALL PANEL FIELD NAILING IS TO BE SPACED PER THE WINDSTORM PLAN TABLE ALONG THE LENGTH OF EACH INTERIOR SUPPORT MEMBER (STUDS NOT REQUIRED TO BE SPACED LESS THAN 16" O.C. UNLESS SPECIFICALLY NOTED AS SUCH)
- CONSTRUCTION SHALL PROVIDE FOR A CONTINUOUS LOAD PATH FROM ROOF TO FOUNDATION VIA STRAPPING AND HOLD-DOWNS SPECIFIED
- ALL RAKES MUST BE MECHANICALLY ATTACHED WITH (1) SIMPSON H8 IN ORDER TO RESIST ADDITIONAL UPLIFT FORCES (RAKES AND OVERHANGS MUST BE BLOCKED)
- FRAMING MATERIAL SHALL BE SOUTHERN PINE #2 OR BETTER
- ALL FRAMING MUST ADHERE TO IRC 2018 STANDARDS OR BETTER
- ALL RAFTERS TO BE TOE-NAILED TO TOP PLATE WITH (3) 8d COMMON NAILS
- COLLAR TIES IN UPPER THIRD OF RAFTER ARE AN ACCEPTABLE SUBSTITUTE FOR SPECIFIED RIDGE STRAP



OPEN BUILDING PITCH ROOF (θ > 10°)

a = 3-FT

02 COMPONENTS AND CLADDING ZONE DESIGNATION NOT TO SCALE



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SHORE ENGINEERING, LLC

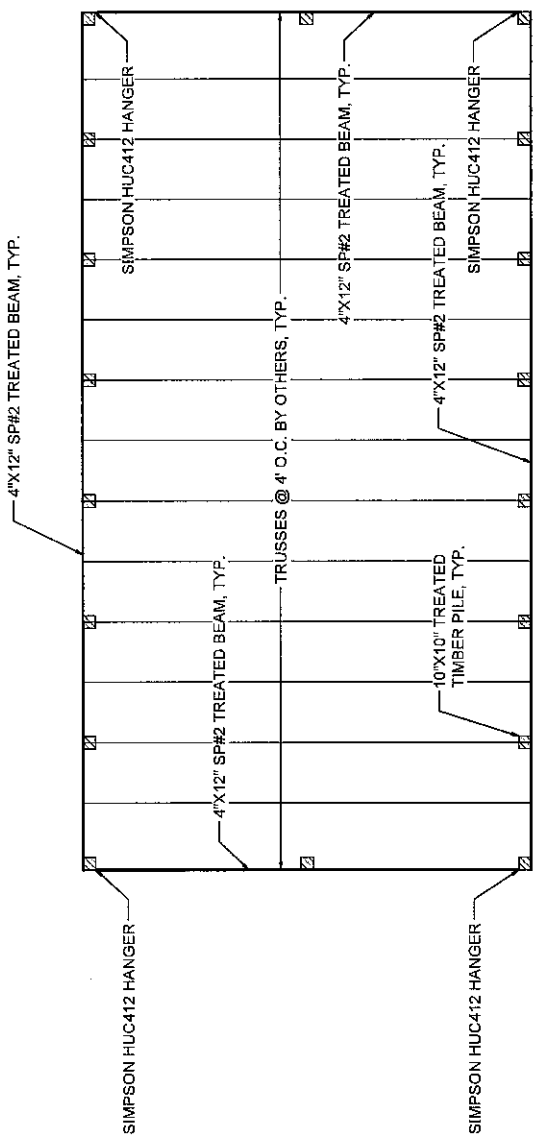
TEXAS ENGINEERING FIRM F-1772
4161 HWY 35 NORTH UNIT 1
ROCKPORT, TX 78382
(361)460-0234

JOB ADDRESS:	BILL SANDERS PARK (GROUP PICNIC SHELTER)	DRAWN BY:	DNB
SHEET TITLE:	WINDSTORM DETAILS	CHECKED BY:	LJS
SCALE:	VARIES	REV B:	N/A
ORIGINAL:	09/30/2024	REV A:	N/A
REV C:	N/A	REV D:	N/A

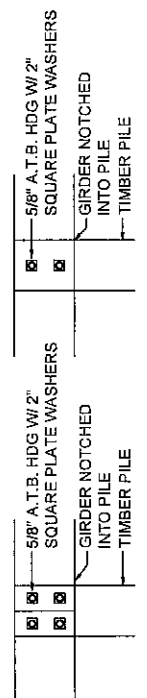
09/30/2024
SHEET NO: S2.0

ORIGINAL:	09/30/2024	REV A:	N/A	REV B:	N/A	REV C:	N/A
SCALE:	VARIES						
SHEET TITLE:	POST AND BEAM DETAILS						
JOB ADDRESS:	BILL SANDERS PARK (GROUP PICNIC SHELTER)						
DRAWN BY:	DNB	CHECKED BY:	LJS				

SHEET NO:
S3.0
 09/30/2024

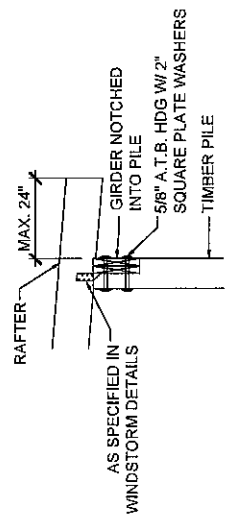


01 ROOFLINE POST AND BEAM LAYOUT
 SCALE: 1/8" = 1'-0"

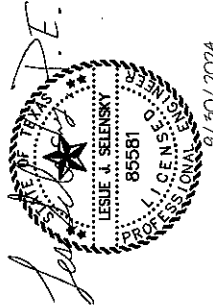


OPTION B
 NOTE: TIMBER PILES NOT TO BE NOTCHED MORE THAN 50% AT ANY GIVEN CROSS SECTION

02 BEAM NOTCH DETAIL
 SCALE: 1/2" = 1'-0"



03 RAFTER/BREAM DETAIL
 SCALE: 1/2" = 1'-0"



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JOB ADDRESS:	BILL SANDERS PARK (GROUP PICNIC SHELTER)
1568 SWAN POINT RD, SEADRIFT, TX 77983	CHECKED BY: LJS
SCALE: N/A	REV A: N/A
ORIGINAL: 09/30/2024	REV B: N/A
SHEET TITLE: SPAN TABLES AND NOTES	REV C: N/A

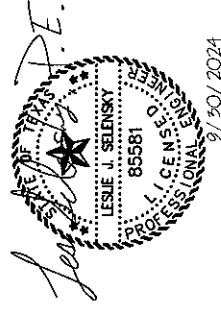
HEADER SPANS (supporting roof and ceiling only, DL = 20 psf)				HEADER SPANS (supporting roof, ceiling and one floor, DL = 20 psf)				HEADER SPANS (supporting roof, ceiling and two floors, DL = 20 psf)			
Building Width				Building Width				Building Width			
12'	24'	Max Span	# of Jacks	12'	24'	Max Span	# of Jacks	12'	24'	Max Span	# of Jacks

SIZE				SIZE				SIZE			
(1) 2"x6" SP#2	4'-0"	1	3'-1"	(1) 2"x6" SP#2	2'-11"	2	1'-11"	(1) 2"x6" SP#2	2'-3"	2	1'-5"
(1) 2"x8" SP#2	5'-1"	2	3'-11"	(1) 2"x8" SP#2	3'-9"	2	2'-5"	(1) 2"x8" SP#2	2'-10"	2	1'-10"
(1) 2"x10" SP#2	6'-0"	2	4'-8"	(1) 2"x10" SP#2	4'-5"	2	3'-5"	(1) 2"x10" SP#2	3'-4"	2	2'-7"
(1) 2"x12" SP#2	7'-1"	2	5'-5"	(1) 2"x12" SP#2	5'-2"	2	4'-0"	(1) 2"x12" SP#2	4'-0"	2	3'-2"
(2) 2"x4" SP#2	4'-0"	1	3'-1"	(2) 2"x4" SP#2	2'-11"	1	2'-3"	(2) 2"x4" SP#2	2'-3"	1	1'-4"
(2) 2"x6" SP#2	6'-0"	1	4'-7"	(2) 2"x6" SP#2	4'-4"	1	3'-4"	(2) 2"x6" SP#2	3'-4"	1	2'-2"
(2) 2"x8" SP#2	7'-7"	1	5'-9"	(2) 2"x8" SP#2	5'-6"	2	4'-3"	(2) 2"x8" SP#2	4'-3"	2	3'-3"
(2) 2"x10" SP#2	9'-0"	1	6'-10"	(2) 2"x10" SP#2	6'-7"	2	5'-0"	(2) 2"x10" SP#2	5'-0"	2	3'-2"
(2) 2"x12" SP#2	10'-7"	2	8'-10"	(2) 2"x12" SP#2	7'-9"	2	5'-11"	(2) 2"x12" SP#2	5'-11"	2	3'-9"
(3) 2"x8" SP#2	9'-5"	1	7'-3"	(3) 2"x8" SP#2	6'-11"	1	5'-3"	(3) 2"x8" SP#2	5'-3"	1	4'-0"
(3) 2"x10" SP#2	11'-3"	1	8'-7"	(3) 2"x10" SP#2	8'-3"	2	6'-3"	(3) 2"x10" SP#2	6'-3"	2	4'-9"
(3) 2"x12" SP#2	13'-2"	1	10'-1"	(3) 2"x12" SP#2	9'-8"	2	7'-5"	(3) 2"x12" SP#2	7'-5"	2	5'-8"

FLOOR JOIST SPANS (Residential sleeping areas, LL = 30 psf, DL = 20 psf, L/360)				RAFTER SPANS (ceiling attached to rafters, LL = 20 psf, DL = 20 psf, L/240)				BRICK TIE AND STUCCO LATH FASTENING SCHEDULE			
Lumber size	2x6	2x8	2x10	Lumber size	2x4	2x6	2x8	STUCCO LATH (NAIL)	16"	16"	16"
SP#2 @ 12" O.C.	10'-9"	13'-8"	16'-2"	SP#2 @ 12" O.C.	9'-0"	13'-6"	17'-1"	STUCCO LATH (STAPLE)	16"	16"	12"
SP#2 @ 16" O.C.	9'-4"	11'-10"	14'-0"	SP#2 @ 16" O.C.	7'-9"	11'-8"	14'-9"	BRICK TIES	18"	18"	18"
SP#2 @ 24" O.C.	7'-7"	9'-8"	11'-5"	SP#2 @ 24" O.C.	6'-4"	9'-6"	12'-1"				

FLOOR JOIST SPANS (Residential living areas, LL = 40 psf, DL = 20 psf, L/360)				MINIMUM NUMBER OF FULL-HEIGHT STUDS			
Lumber size	2x6	2x8	2x10	OPENING WIDTH	KING STUDS REQUIRED	W ≤ 4'	W ≤ 8'
SP#2 @ 12" O.C.	9'-10"	12'-6"	14'-9"	4' ≤ W ≤ 8'	2	1	2
SP#2 @ 16" O.C.	8'-6"	10'-10"	12'-10"	8' ≤ W ≤ 14'	3		3
SP#2 @ 24" O.C.	7'-0"	8'-10"	10'-5"	14' ≤ W ≤ 18'	4		4

CEILING JOIST SPANS (uninhabitable attics without storage, LL = 10 psf, DL = 5 psf, L/240)				GENERAL NOTES			
Lumber size	2x4	2x6	2x8	1. ALL SIZING AND SPANS LISTED REFERENCE INFORMATION FROM CHAPTERS 5, 6, AND 8 OF THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC)			
SP#2 @ 12" O.C.	11'-10"	18'-8"	24'-7"	2. ALL HANGERS AND CONNECTORS LISTED REFERENCE SIMPSON STRONG-TIE CONNECTIONS			
SP#2 @ 16" O.C.	10'-9"	16'-11"	21'-7"	3. ALL HANGERS AND CONNECTORS TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS			
SP#2 @ 24" O.C.	9'-3"	13'-11"	17'-7"	4. THE NUMBER AND SIZE OF NAILS USED TO CONNECT WOOD MEMBERS SHALL BE ACCORDING TO IRC TABLE R602.3(1)			



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FRAMING NOTES

GENERAL FRAMING:

1. ALL STRUCTURAL FRAMING MEMBERS TO BE SOUTHERN PINE #2 (SP#2) UNLESS OTHERWISE NOTED
2. ALL FRAMING MATERIAL EXPOSED TO WEATHER SHALL BE PRESSURE TREATED
 - 2.1. IF DIRECT CONTACT W/ SALTWATER 2.5 CCA
 - 2.2. IF DIRECT CONTACT W/ FRESHWATER 0.8 CCA
 - 2.3. IF DIRECT CONTACT W/ GROUND 0.6 CCA
3. ALL BEAM-TO-PILE ANCHOR BOLTS SHALL BE 5/8" WITH 2" HDG SQUARE STEEL PLATE WASHERS
4. PROVIDE DECK TENSION TIES FOR ALL DECKS ATTACHED VIA LEDGER PER IRC R507.9.2
- 4.1. FOLLOW SIMPSON STRONG-TIE TECHNICAL BULLETIN T-C-DECKLAT21 FOR DECK TENSION TIE INSTALLATION INSTRUCTIONS
- 4.2. USING DTT22 TENSION TIES, PROVIDE NO LESS THAN (2) HOLD-DOWN TENSION DEVICES WITHIN 2 FEET OF THE EDGE OF THE DECK
- 4.3. USING DTT12 TENSION TIES, PROVIDE NO LESS THAN (4) HOLD-DOWN TENSION DEVICES EVENLY SPACED ACROSS THE WIDTH OF THE DECK WITH THE OUTER (2) WITHIN 2 FEET OF THE EDGE OF THE DECK

FLOORS:

1. THE END OF EACH JOIST, BEAM, OR GIRDER SHALL HAVE NOT LESS THAN 1-1/2" OF BEARING ON WOOD OR METAL AND NOT LESS THAN 3" ON MASONRY OR CONCRETE EXCEPT WHERE SUPPORTED ON A 1"x4" RIBBON STRIP AND NAILED TO THE ADJACENT STUD OR BY THE USE OF APPROVED JOIST HANGERS
2. JOISTS SHALL BE SUPPORTED Laterally AT THE ENDS BY FULL-DEPTH SOLID BLOCKING NOT LESS THAN 2" NOMINAL IN THICKNESS; OR BY ATTACHMENT TO A FULL-DEPTH HEADER, BAND, OR RIM JOIST TO PREVENT ROTATION
3. MULTIPLE JOISTS SHALL BE NAILED WITH (3) ROWS OF 16d NAILS SPACED @ 12" O.C. THERE SHALL BE NO SPLICES IN SAID MULTIPLE JOIST MEMBERS.
4. NOTCHES IN SOLID LUMBER JOISTS, RAFTERS, AND BEAMS SHALL NOT EXCEED ONE-SIXTH OF THE DEPTH OF THE MEMBER, AND SHALL NOT BE LONGER THAN ONE-THIRD OF THE DEPTH OF THE MEMBER, AND SHALL NOT BE LOCATED IN THE MIDDLE ONE-THIRD OF THE SPAN. NOTCHES AT THE ENDS OF THE MEMBER SHALL NOT EXCEED ONE-FOURTH THE DEPTH OF THE MEMBER. THE TENSION SIDE OF MEMBERS 4" OR GREATER IN NOMINAL THICKNESS SHALL NOT BE NOTCHED EXCEPT AT THE ENDS OF THE MEMBERS. THE DIAMETER OF THE HOLES BORED OR CUT INTO MEMBERS SHALL NOT EXCEED ONE-THIRD THE DEPTH OF THE MEMBER. HOLES SHALL NOT BE CLOSER THAN 2" TO THE TOP OR BOTTOM OF THE MEMBER, OR TO ANY OTHER HOLE LOCATED IN THE MEMBER. WHERE THE MEMBER IS ALSO NOTCHED, THE HOLE SHALL NOT BE CLOSER THAN 2" TO THE NOTCH.

5. JOIST FRAMING FROM OPPOSITE SIDES OVER A BEARING SUPPORT SHALL LAP A MINIMUM OF 3" AND SHALL BE NAILED TOGETHER WITH A MINIMUM OF (3) 10d FACE NAILS. A WOOD OR METAL SPLICE WITH STRENGTH EQUAL TO OR GREATER THAN THAT PROVIDED BY THE NAILED LAP IS PERMITTED
6. OPENINGS IN FLOOR FRAMING SHALL BE FRAMED WITH A HEADER AND TRIMMER JOISTS. WHEN THE HEADER JOIST SPAN DOES NOT EXCEED 4 FEET, THE HEADER JOIST MAY BE A SINGLE MEMBER THE SAME SIZE AS THE FLOOR JOIST. SINGLE TRIMMER JOISTS MAY BE USED TO CARRY A SINGLE HEADER JOIST. BEARING SINGLE TRIMMER JOISTS MAY BE USED TO CARRY A SINGLE HEADER JOIST THAT IS LOCATED WITHIN 3 FEET OF THE TRIMMER JOIST BEARING. WHEN THE HEADER JOIST SPAN EXCEEDS 4 FEET, THE TRIMMER JOISTS AND HEADER JOIST SHALL BE DOUBLED AND OF SUFFICIENT CROSS SECTION TO SUPPORT THE FLOOR JOISTS FRAMING INTO THE HEADER. APPROVED HANGERS SHALL BE USED FOR THE HEADER JOIST TO TRIMMER JOIST CONNECTIONS WHEN THE HEADER JOIST SPAN EXCEEDS 4 FEET
7. JOISTS UNDER PARALLEL BEARING PARTITIONS SHALL BE OF ADEQUATE SIZE TO SUPPORT THE LOAD. DOUBLE JOISTS, SIZED TO ADEQUATELY SUPPORT THE LOAD, THAT ARE SEPARATED TO PERMIT THE INSTALLATION OF PIPING OR VENTS SHALL BE FULL DEPTH SOLID BLOCKED WITH LUMBER NOT LESS THAN 2" NOMINAL IN THICKNESS SPACED NOT MORE THAN 4 FEET ON CENTER.
8. BEARING PARTITIONS PERPENDICULAR TO JOISTS SHALL NOT BE OFFSET FROM SUPPORTING GIRDERS, WALLS OR PARTITIONS MORE THAN THE JOIST DEPTH UNLESS SUCH JOISTS ARE OF SUFFICIENT SIZE TO CARRY THE ADDITIONAL LOAD
9. SHEATHING USED AS STRUCTURAL SUBFLOOR SHALL BE A MINIMUM 3/4" THICK AND INSTALLED PERPENDICULAR TO THE SUPPORTS. JOINTS SHALL OCCUR OVER SUPPORTS UNLESS END-MATCHED LUMBER IS USED, IN WHICH CASE EACH PIECE SHALL BEAR ON AT LEAST TWO SUPPORTS.
10. PLYWOOD USED AS STRUCTURAL SUBFLOOR SHALL BE A MINIMUM 3/4" THICK, TONGUE AND GROOVED APA RATED SHEATHING WITH SPAN RATING OF 48/24 INSTALLED PERPENDICULAR TO THE SUPPORTS

WALLS:

1. ALL SILL PLATE TO FOUNDATION ANCHORS TO BE 5/8" HOT DIP GALVANIZED (HDG) WITH 3" SQUARE STEEL PLATE WASHERS ACHIEVING NO LESS THAN 7" EMBEDMENT INTO SLAB ON GRADE FOUNDATION (ONE ANCHOR BOLT SHALL BE PROVIDED BETWEEN 6 AND 12 INCHES OF EACH END OF EACH PLATE, INCLUDING SPLICES)
2. ALL LOAD-BEARING WALLS TO BE CONSTRUCTED WITH MINIMUM 2"x4" STUDS SPACED NO MORE THAN 16" O.C. WITH Laterally UNSUPPORTED STUD HEIGHT NOT EXCEEDING 10 FEET
3. BLOCKING REQUIRED AT MID-SPAN OF STUDS WHEN WALL HEIGHT IS GREATER THAN 9 FEET

4. NO LESS THAN (3) STUDS SHALL BE INSTALLED AT ALL EXTERIOR WALL CORNERS
5. MULTIPLE STUDS SHALL BE SECURED WITH 10d NAILS SPACED AT 24" O.C.
6. ALL EXTERIOR WALLS TO BE CONSTRUCTED WITH DOUBLE TOP PLATES IN ACCORDANCE WITH IRC R602.3.2
7. ALL EXTERIOR WALLS AND MAIN CROSS-STUD PARTITIONS SHALL BE EFFECTIVELY AND THOROUGHLY BRACED AS REQUIRED BY IRC R602.10
8. SPICING OF STUDS IS NOT ALLOWED. ALL STUDS MUST BE CONTINUOUS
9. STUD WALLS 12" OR HIGHER SHALL HAVE 2"x6", (2) 2"x4", OR 4"x4" STUDS AT 16" O.C.
10. STUD WALLS SUPPORTING TWO FULL FLOORS ABOVE SHALL HAVE 2"x6", (2) 2"x4", OR 4"x4" STUDS AT 16" O.C.
11. IN EXTERIOR WALLS AND BEARING PARTITIONS, ANY WOOD STUD MAY BE CUT OR NOTCHED TO A DEPTH NOT EXCEEDING 25 PERCENT OF ITS WIDTH. CUTTING OR NOTCHING OF STUDS TO A DEPTH NOT GREATER THAN 40 PERCENT OF THE WIDTH OF THE STUD IS PERMITTED IN NON-LOAD BEARING PARTITIONS SUPPORTING NO LOADS OTHER THAN THE WEIGHT OF THE PARTITIONS.
12. A HOLE NOT GREATER IN DIAMETER THAN 40 PERCENT OF THE STUD WIDTH MAY BE BORED IN ANY WOOD STUD. BORED HOLES ARE PERMITTED IN NON-LOAD BEARING PARTITIONS OR IN ANY WALL WHERE EACH BORED STUD IS DOUBLED, PROVIDED NOT MORE THAN TWO SUCH SUCCESSIVE DOUBLED STUDS ARE SO BORED. AVOID NOTCHES AND HOLES IN COLUMNS. IN NO CASE SHALL THE EDGE OF THE BORED HOLE BE NEARER THAN 5/8" TO THE EDGE OF THE STUD. BORED HOLES SHALL NOT BE LOCATED AT THE SAME SECTION OF STUD AS A CUT OR NOTCH.

SHORE
ENGINEERING, LLC
4161 HWY 58 NORTH UNIT 1
ROCKPORT, TX 78382
(361)450-0234

JOB ADDRESS:	BILL SANDERS PARK (GROUP PICNIC SHELTER)
DRAWN BY:	DNB
CHECKED BY:	LJS
FRAMING NOTES	1598 SWAN POINT RD, SEADRIFT, TX 77983
SHEET TITLE:	N/A
SCALE:	N/A
ORIGINAL:	09/30/2024
REV A:	N/A
REV B:	N/A
REV C:	N/A

09/30/2024

SHEET NO:

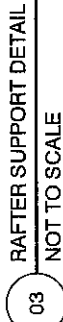
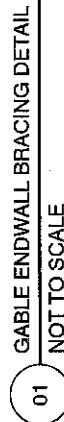
S4.1



9/30/2024

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1. RAFTERS TO BE FRAMED IN LINE AT RIDGES, HIPs, AND VALLEYS TO ALLOW FOR ALL APPLICABLE MAIN WIND FORCE RESISTING SYSTEM (MWFRS) STRAPPING
2. ALL RIDGES, HIPs, AND VALLEYS ARE TO BE ONE SIZE LARGER THAN RAFTER SIZE UNLESS OTHERWISE NOTED
3. ALL RAFTERS MUST BE CONTINUOUS BETWEEN SUPPORTS
4. ALL RAFTERS TO BE TOE-NAILED TO TOP PLATE WITH (3) 6d COMMON NAILS
5. WHERE THE ROOF PITCH IS LESS THAN 3:12, STRUCTURAL MEMBERS SUPPORTING RAFTERS AND CEILING JOISTS (SUCH AS RIDGE BEAMS, HIPs, AND VALLEYS) SHALL BE DESIGNED AS BEAMS
6. RAFTER TIES SHALL BE A MINIMUM OF 2"x4", INSTALLED IN ACCORDANCE WITH THE CONNECTION REQUIREMENTS IN IRC TABLE R802.5.1(9), OR CONNECTIONS OF EQUIVALENT CAPACITIES SHALL BE PROVIDED. WHERE CEILING JOISTS OR RAFTER TIES ARE NOT PROVIDED, THE RIDGE FORMED BY THESE RAFTERS SHALL BE SUPPORTED BY A WALL, BEAM, OR GIRDER DESIGNED IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICE.
7. CEILING JOISTS OR RAFTER TIES MAY BE RAISED A MAXIMUM OF ONE THIRD OF THE RAFTER HEIGHT ABOVE TOP PLATE



8. COLLAR TIES IN THE UPPER THIRD OF RAFTER ARE AN ACCEPTABLE SUBSTITUTE FOR SPECIFIED RIDGE STRAP
9. THE ENDS OF EACH RAFTER OR CEILING JOIST SHALL HAVE NOT LESS THAN 1-1/2" OF BEARING ON WOOD OR METAL AND NOT LESS THAN 3" ON MASONRY OR CONCRETE
10. NOTCHES IN SOLID LUMBER JOISTS, RAFTERS, AND BEAMS SHALL NOT EXCEED ONE-SIXTH OF THE DEPTH OF THE MEMBER, SHALL NOT BE LONGER THAN ONE-THIRD OF THE DEPTH OF THE MEMBER, AND SHALL NOT BE LOCATED IN THE MIDDLE ONE-THIRD OF THE SPAN. NOTCHES AT THE ENDS OF THE MEMBER SHALL NOT EXCEED ONE-FOURTH THE DEPTH OF THE MEMBER. THE TENSION SIDE OF MEMBERS 4" OR GREATER IN NOMINAL THICKNESS SHALL NOT BE NOTCHED EXCEPT AT THE ENDS OF THE MEMBERS. THE DIAMETER OF THE HOLES BORED OR CUT INTO MEMBERS SHALL NOT EXCEED ONE-THIRD THE DEPTH OF THE MEMBER. HOLES SHALL NOT BE CLOSER THAN 2" TO THE TOP OR BOTTOM OF THE MEMBER, OR TO ANY OTHER HOLE LOCATED IN THE MEMBER. WHERE THE MEMBER IS ALSO NOTCHED, THE HOLE SHALL NOT BE CLOSER THAN 2" TO THE NOTCH.
11. PROVIDE GABLE ENDWALL BRACING PER DETAIL FOR PARALLEL CEILING JOISTS WHERE NOT OTHERWISE BRACED
12. WHERE CEILING JOISTS ARE PERPENDICULAR TO RAFTERS, THE CEILING AND RAFTERS PER DETAIL



13. END JOINTS IN ROOF DECKING SHALL OCCUR OVER SUPPORTS AND END JOINTS SHALL BE STAGGERED A MINIMUM OF ONE MEMBER ON ADJACENT ROWS
14. ROOF DECKING PANELS TO BE ATTACHED WITH 8d NAILS AT 6" O.C. (OR BETTER) AT ALL PANEL EDGES AND ALL SUPPORTING FRAMING MEMBERS IN FIELD
15. ROOF DECKING PANELS TO BE APA RATED PLYWOOD OR OSB AND MEET THE REQUIREMENTS OF THE APPLICABLE ROOFING SYSTEM PER THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE APPLICABLE BUILDING CODE(S)

JOB ADDRESS:	BILL SANDERS PARK (GROUP PICNIC SHELTER)	DRAWN BY:	DNB
SHEET TITLE:	ROOF FRAMING NOTES AND DETAILS		
SCALE:	VARIES		
ORIGINAL:	09/30/2024	REV A:	N/A
		REV B:	N/A
		REV C:	N/A

SHEET NO:
S4.2

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J. SELENSKY, P.E. 85581



ORIGINAL: 09/30/2024 SCALE: VARIES SHEET TITLE: PORTAL FRAME DETAILS 1698 SWAN POINT RD. SEADRIFT, TX 77983 JOB ADDRESS: BILL SANDERS PARK (GROUP PICNIC SHELTER)		REV A: N/A REV B: N/A REV C: N/A
DRAWN BY: DNB CHECKED BY: LLS	DATED: 09/30/2024 SHEET NO: S4.3	

SHORE ENGINEERING, LLC
 4181 HWY 35 NORTH UNIT 1
 ROCKPORT, TX 78382
 (361)450-0234

9/30/2024

THE SEAL APPEARING ON THIS DOCUMENT IS AUTHORIZED BY LESLIE J. SELENSKY, P.E. 85581

01 PORTAL FRAME DETAIL (PFH)
NOT TO SCALE

02 PORTAL FRAME DETAIL (PFG)
NOT TO SCALE

16

16. Consider and take necessary action to accept anonymous donation to the Sheriff's Office to be deposited into the Motivation Account (2697-001-49082-679) in the amount of \$75.00. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

**CALHOUN COUNTY, TEXAS
COUNTY SHERIFF'S OFFICE**

**211 SOUTH ANN STREET
PORT LAVACA, TEXAS 77979**

PHONE NUMBER (361) 553-4646

FAX NUMBER (361) 553-4668

MEMO TO: VERN LYSSY, COUNTY JUDGE

SUBJECT: ACCEPT DONATION TO SHERIFF'S OFFICE

DATE: FEBRUARY 12, 2025

Please place the following item(s) on the Commissioner's Court agenda for the date(s) indicated:

AGENDA FOR FEBRUARY 12, 2025

* Consider and take necessary action to accept anonymous donation to the Sheriff's Office to be deposited into the Motivation account (2697-001-49082-679) in the amount of \$75.00.

Sincerely,

A handwritten signature in black ink, appearing to read "B. J. Vickery", written in a cursive style.

**Bobbie Vickery
Calhoun County Sheriff**

Harland Clark

PAY TO THE ORDER OF

5/15

DATE

2767

30-9862/3140

CALHOUN CITY 5464145 DEPT \$ 75.00

RBFCU 

rbfcu.org

DOLLARS

 Photo ID Required When Depositing

FREEDOM CHECK

FOR



2767

17

17. Consider and take necessary action to accept donation of additions and renovations to the Port O'Connor Community Center and Pavilion. (GDR)

pass

18

18. Consider and take necessary action to accept revised Contract Agreement and Rules & Regulations for the Port O'Connor Community Center. (GDR)

Pass

19

19. Consider and take necessary action for Commissioners Court to accept an offer from TxDOT to acquire a 6.413 acre right-of-way parcel located at Green Lake Park for \$145,062 to facilitate the construction of a new and improved bridge on SH 35 over the Victoria Barge Canal, and authorize counsel to seek the approval from the U.S. Fish and Wildlife as required by the property's deed restrictions. (VLL)

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Gary Reese, Commissioner Pct 4

SECONDER:

Ronald Best, Commissioner Pct 2

AYES:

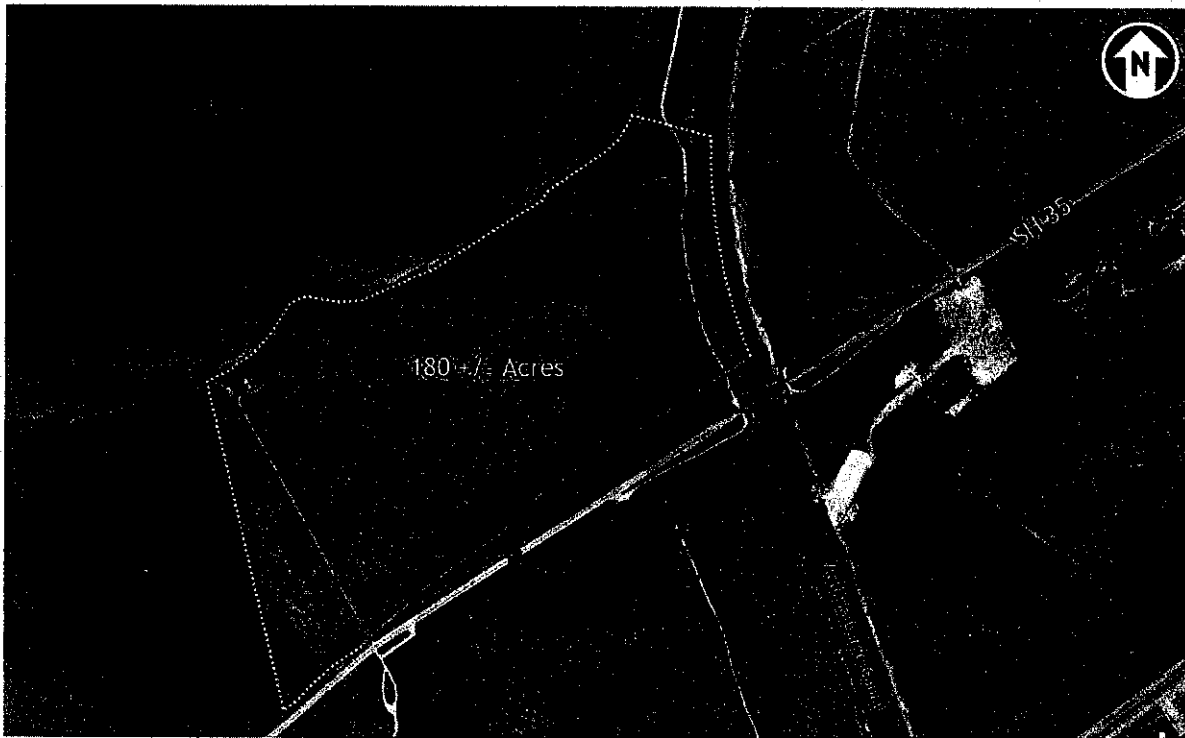
Judge Lyssy, Commissioner Hall, Best, Behrens, Reese



Stateside
Right of Way Services

SH 35

CSJ: 0180-01-087



Parcel: P00085095

Calhoun County, Texas



Stateside

Right of Way Services

3901 W. Pioneer Parkway
Arlington, Texas 76013
817.369.3191

November 13, 2024

County: Calhoun
Project No.: R00010911
Highway: SH 35

ROW CSJ: 0180-01-087
Parcel No.: P00085095
From: Victoria Barge Canal
To: STR #0180-01-034

Calhoun County, Texas
c/o The Honorable Richard Meyer, County Judge
211 S. Ann St., Ste. 301
Port Lavaca, TX 77979-4249

CERTIFIED MAIL RETURN RECEIPT
9402711206205596676323

Dear Honorable Richard Meyer,

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the Department's negotiator, **Robyn Montgomery** at (817) 648-5485, the Department will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located at SH 35 at Victoria Barge Canal, Port Lavaca, Texas 77979, as described in the enclosed legal description and survey (the "Property").

The Department believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Department is authorized to offer you \$145,062.00 (One Hundred Forty-Five Thousand, Sixty-Two and NO/100 Dollars) for the Property, which includes \$72,040.00 for the Property to be purchased and \$73,022.00 for damages to your remaining property.

The amount listed above is the total amount of just compensation for all interests in the portion of the property, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the Department. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is the policy of the Department to permit the owner(s) who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention value(s) are estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the Property, the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the Property by eminent domain.

Improvement	Amount to be Subtracted if Retained
Fencing: 3,200 LF - 6-Strand Barbwire	\$1.00
Braces: 18 - Corner/Bend "H" Braces	\$1.00
Gates: 56 LF - Gates	\$1.00
Cattle Guard: 1 - Cattle Guard	\$1.00
Paving: 1,600 SF - Gravel Driveway	\$1.00

If you wish to accept the offer based upon this appraisal, please contact **Robyn Montgomery**, who is an employee of Stateside Right of Way Services, an affiliate that is providing acquisition services on behalf of the Department, as soon as possible, at (817) 648-5485 so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30-day time deadline.*

In the event the condition of the Property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire the Property, you will be reimbursed by the Department for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes, and similar expenses incidental to conveying the Property to the Department, and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the Department's Relocation Assistance Program. It is emphasized, however, that any benefits that you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "*Relocation Assistance*", which will inform you of eligibility requirements, payments, and services that are available.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the Property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Please see the enclosed copy of the proposed instrument that will convey the Property and any improvement owned by you on the Property to the Department. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Also enclosed is a copy of the Department brochure entitled "*State Purchase of Right of Way*", which the Department trusts will give you a better understanding of the procedures followed by the Department in purchasing property interests for highway purposes. The Department respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact **Robyn Montgomery** at (817) 648-5485 or robyn.montgomery@statesiderow.com regarding any questions you may have.

Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.

Sincerely,



Danyelle Daniels, SR/WA, R/W-URAC, R/W-RAC
Vice President
Stateside Right of Way Services

ENCLOSURES:

- Landowner's Bill of Rights
- Acknowledgment of Receipt of Landowner's Bill of Rights
- Appraisal Report(s) Prepared by Daniel Wright, MAI, CCIM dated 09/30/2024
- Acknowledgment of Receipt for Appraisal(s) (ROW-A-RA)
- Memorandum of Agreement (ROW-N-1)
- Deed with Legal Description (ROW-N-14)
- Information About Brokerage Services Form
- W-9
- Title Curative Memo
- Title Commitment Effective Date 08/23/2024
- Brochures ("State Purchase of Right of Way") and ("Relocation Assistance")
- Property Owner's General Guidelines for Administrative Settlement
- Summary of TxDOT's Offer
- Summary of Property Owner's Counteroffer Worksheet
- Postage Paid Return Envelope

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: SH 35 at Victoria Barge Canal, Port Lavaca, TX 77979 District: Yoakum
Property Owner: Calhoun County, Texas Parcel: P00085095.001
Address of Property Owner: 211 S Ann St, Suite 301, Port Lavaca, TX 77979 ROW CSJ: 0180-01-087
Occupant's Name: Ranch Land / Green Lake Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition Highway: SH 35 County: Calhoun

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is \$145,062 as of 9/22/2024, based upon my independent appraisal and the exercise of my professional judgment;

That on 09/22/2024 (date)(s), I personally inspected in the field the property herein appraised; that I afforded Judge Richard H. Meyer, the ownership representative, the opportunity to accompany me at the time of the inspection. Permission was given to inspect the property from the surrounding area without a property representative.

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on 9/22/2024 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access on this parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$ 0.00.

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.


Appraiser Signature - Daniel Wright, MAI, CCIM

Certification Number - TX-1329321-G

9/30/2024

Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.


Reviewing Appraiser

11/05/2024

Date

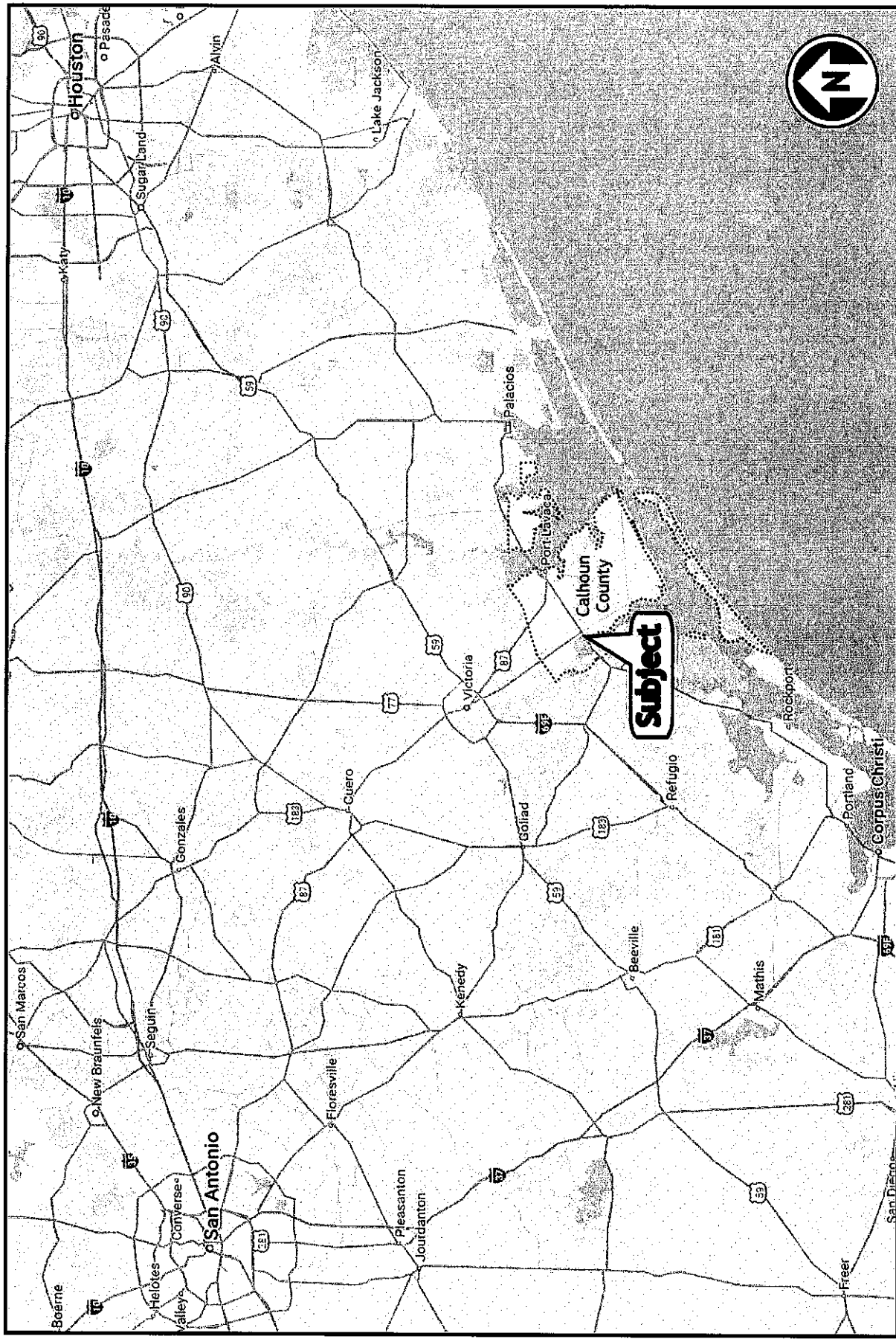


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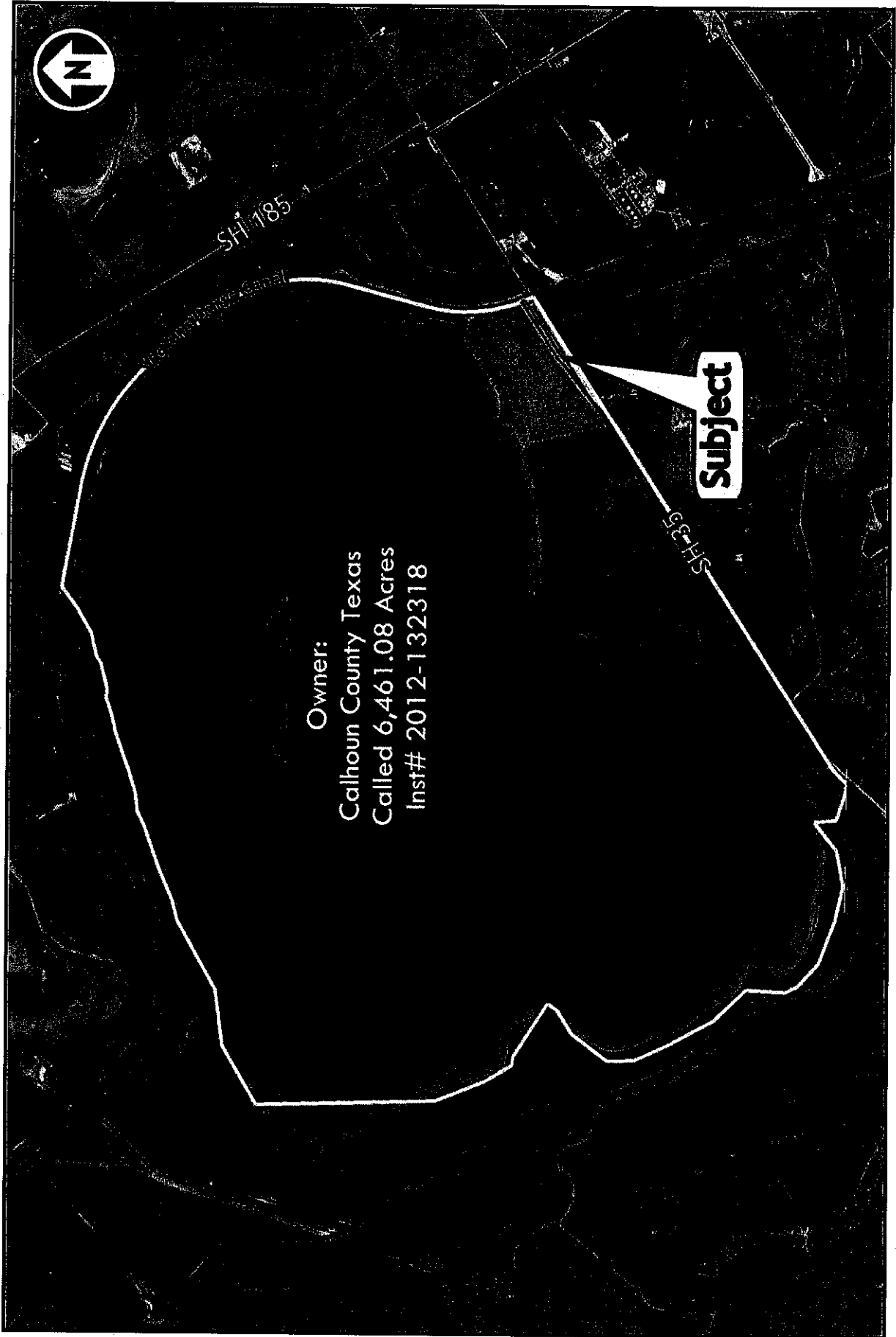
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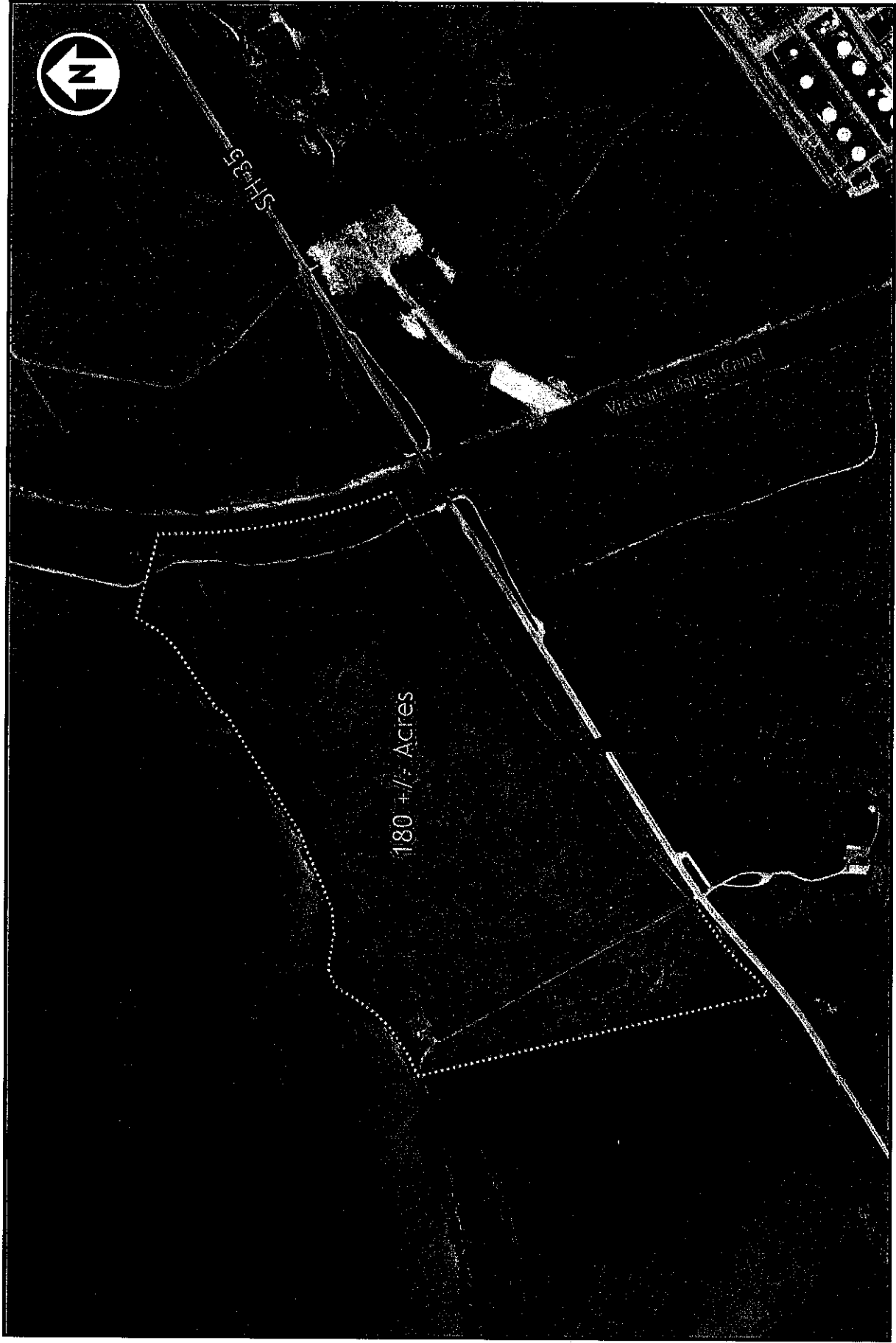
Property Location Map



Aerial Map with overlay of Acquisition Area



Aerial Map with overlay of Acquisition Area



General Information & Scope of Work

Identification of Subject and Project

The subject property is identified by the client as Parcel P00085095.001. The proposed parcel is a portion of a parent tract, located along the northwest side of SH 35, and the west/southwest side of the Victoria Barge Canal, about 12 miles southwest of Port Lavaca, in Calhoun County, Texas 77979. The whole property is legally described as a tract of land in the Manual Lopez Survey, Abstract No. 25, and the G.N.R.R. Co. Survey, Abstract No. 170, in Calhoun County, Texas. Most of the subject is submersed and identified as Green Lake. The last vesting deed calls the subject a tract with about 6,461.08 acres, which includes 27.23 acres in SH 35 (which has previously been acquired as TxDOT right of way). The acquisition is from a 180.00 acres tract at the southeast corner of the parent tract property, which represents the upland, or the only area of the parent tract that is mostly outside of flood zones. The rest of the parent tract is identified as Green Lake, parts of the Victoria Barge Canal, and drainage basins of Green Lake, which are in flood zones. The upland area of the subject has historically been used/leased for livestock, and has frontage along SH 35. As such, this report identifies the upland area with about 180 acres as the "Whole Property area". The subject acquisition was identified as being parts of the following tract:

Whole Property Area	Square Feet	Acres
Fee Area	7,840,800	180.000

The client has proposed to acquire Parcel P00085095.001, which is a fee acquisition with the following land area:

Part to be Acquired Area	Square Feet	Acres
P00085095.001	279,350	6.413

The proposed acquisition of Parcel P00085095.001 from the subject will facilitate the SH 35 bridge replacements over the Victoria Barge Canal. The existing bridge's clearance for barges will be increased. The replacement bridge will also increase the travel lanes and include the addition of 10-foot shoulders. The following is an excerpt from a May 2024 presentation on the project:

The Texas Department of Transportation (TxDOT) is requesting \$36 million from the Multimodal Projects Discretionary Grant (MPDG) Program to support *Bridging the Gulf*. A \$60 million project to replace the existing bridge carrying SH 35 over the Victoria Barge Canal, this critical safety investment will:

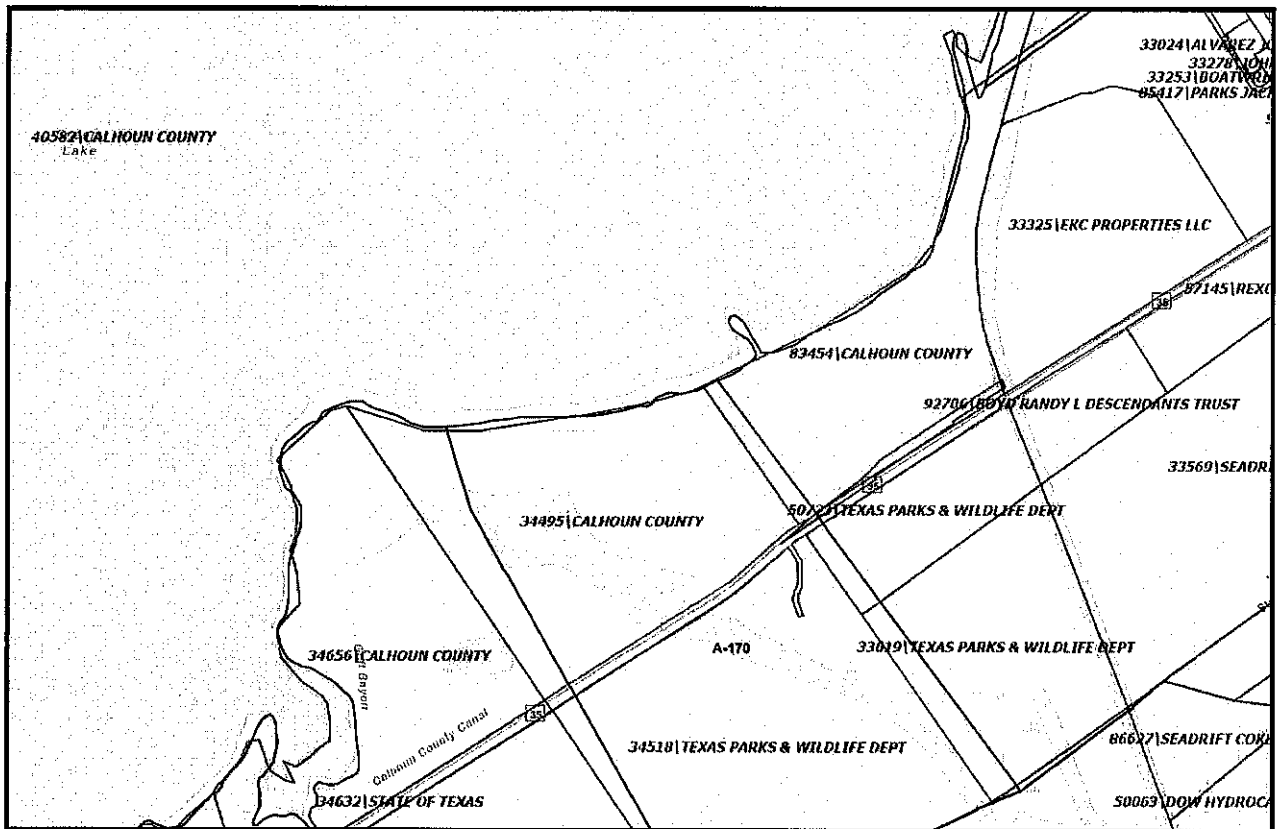
- Replace a low, narrow bridge built in 1960 with a wider, taller structure, reducing the incidence of bridge strikes.
- Increase resiliency and reduce maintenance costs for TxDOT, Calhoun County, and the Greater Victoria region by replacing an at-risk steel structure with a prestressed concrete bridge with longer spans that increase the barge opening.
- Unlock the economic potential of the region by accommodating multimodal freight traffic near two ports, encouraging investment in high-quality industrial and logistics jobs.

Figure 2-1 | Bridge and Fender System



Project letting is currently anticipated for October 2026. The overall purpose of the project is to also provide the traveling public with a good, traversable, and safe public roadway.

Real Estate Tax Assessment



The property is located in Calhoun County. The tax maps show that the "Whole Property" is a portion of two tax accounts. The property tax identification number and 2024 assessed value and tax rate of the parent property are as follows:

Property Tax ID Number(s)	34495; 83454	W/ Exemptions
Land Assessment	\$783,870	\$9,440
Building Assessment	\$65,180	\$78,120
Total Assessment	\$849,050	\$87,560
Tax Rate	1.38380%	1.38380%
Indicated Tax Liability	\$11,749	\$1,212

Tax records indicate that the subject is part of two tax accounts that have about 319.8300 acres, or 13,931,795 square feet. Multiple equipment barns and agricultural structures are reported, totaling about 4,940 SF on the these tax accounts. The land assessment is based on an assessment of about \$0.06 per square foot, or \$2,451 Per Acre. However, the parent tracts also have an agricultural exemption with a lower taxable assessment. Based on the data presented in this report, the Total Assessed value per acre is below the conclusions in this report. It is also noted that the subject ownership is a governmental entity, which is tax exempt.



Current Ownership and Sales History

The *Uniform Standards of Professional Appraisal Practice (USPAP)* requires full disclosure of any sales or property transfers within the previous three years of the date of value. In addition, Texas Department of Transportation (TxDOT) requires like disclosure for five years prior to the date of value.

Based on deed records, the subject property was transferred from the Indianola Liquidating Trust to Calhoun County, Texas on 12/4/2012. The vesting deed described the property as 6,461.08 acres, which includes 27.23 acres in SH 35 (which has previously been acquired as TxDOT right of way). The vesting deed also includes the following note / restriction:

This property was acquired (in whole or in part) with funds provided by the U. S. Department of Interior, Fish and Wildlife Service, pursuant to grant number F12AF01004, and grant number F12AF00873, Green Lake Acquisition from the Coastal Impact Assistance Grant Program, and will be managed for the purpose of these grants, in accordance with applicable Federal and State law. Property may not be disposed of in any manner, or used for purposes inconsistent with the Program for which it was acquired, without the prior approval of the Director, U. S. Fish and Wildlife Service – Washington”.

Another part of the deed reports that “The purpose of the acquisition shall be to protect and conserve environmentally sensitive land including wetlands’ The Grantee (Calhoun County, Texas) and any other authorized title holder will not convey or encumber the interest in real property, in whole or in part, without written consent of the USFWS and Grantee and any other authorized title holder will manage the interest in the real property for the project’s authorized purpose unless the USFWS authorized otherwise in writing”. While these restrictions are noted, the purpose of this project is also for a governmental project. As such, this report considers the market value of the acquisition in accordance with the market value definition herein. As such, this appraisal assumes that these restrictions do not an impact on the market value of the “Whole Property”, Part to Be Acquired, Remainder Before, and Remainder After property.

To the best of my knowledge, no other sale or transfer of ownership has occurred within the past five years, and as of the effective date of this appraisal, I have no other information aside from what is presented on other offers to sell, lease, or agreements of sale or options to buy or lease the property at present.

Ownership Contact and Inspection Information

During September 2024, contact was established with Hon. Calhoun County Judge Richard H. Meyer, who is the designated representative of the subject property (the vesting deed delegates this authority to the Hon. Michael Pfeifer or his successor in Office of the Calhoun County Judge, who is currently the Hon. Richard H. Meyer). Based on the discussion, the ownership was fine with the inspection without their attendance that was conducted on 9/22/2024. The contact information for the subject property is:

Ownership Contact	
Name	Judge Richard H. Meyer
Company	Calhoun County, Texas
Address	211 S Ann St, Suite 301
City, State, Zip	Port Lavaca, TX 77979
Email	richard.meyer@calhouncotx.org
Phone	(361) 553-4600 Cell
Phone 2	(361) 553-4605 Work

Effective Date and Date of Report

The effective date of this report is based on a the latest date of inspection, or 9/22/2024. The date of the report is 9/30/2024.



Prior Subject Property Services

Under the Conduct section of USPAP, disclosure is required to the client if the appraiser is performing, or has performed other services with regard to the property such as property management, leasing, brokerage, auction, investment advisory services, or other valuation services in the three years prior to agreement to perform an assignment. I have not performed any valuation services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Identity of the Client

Stateside Right of Way Services and the Texas Department of Transportation (TxDOT) its employees, agents and assigns is the client. For the right of way acquisitions, TxDOT has contracted with Stateside Right of Way Services, who in turn contracted with me, Daniel Wright, MAI, CCIM for the appraisal of the proposed right of way.

Intended Use of the Appraisal

This report is intended for use by the Courts, the Texas Department of Transportation, Stateside Right of Way Services and their assignees, along with The Courts in conjunction with an acquisition for a highway-improvement project. The intended use of this appraisal is to assist the client and The Courts in their determination of adequate compensation due to the property owner, in compliance with the Texas Constitution, Article 1, Section 17, to be paid for the acquisition of Real Property interest for a public purpose as described herein. Others may receive a copy of this report due to legal requirements of disclosure, but the report is not intended for any other use or user (i.e., mortgage lending, tax assessment, etc.). Though others may receive a copy of this report due to legal requirements of disclosure, the report is not intended for any other use or user; nor does receiving a copy of this report result in an appraiser-client relationship.

Objective of the Assignment

The objective of the assignment is to develop an opinion of real property compensation due to the property owner, which includes the market value of the fee simple and easement interest of the part(s) to be acquired, plus any applicable damages to the remainder property.

Appraisal Report Option

This report is intended to conform to the Appraisal Report format in compliance with Standards Rule 2-2(a) of The Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal report is intended to conform to Texas Department of Transportation regulations as outlined in the Texas Department of Transportation Appraisal and Review Manual as well as supplemental items derived from "The Uniform Appraisal Standards for Federal Land Acquisitions" in accordance with Federal Regulations and the Appraisal report requirements of the Uniform Act (49 CFR 24.103).

This appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation, the Standards of Professional Practice and the Code of Professional Ethics of the Appraisal Institute, except as they may conflict with State and Federal regulations regarding the appraisal of properties involved with the power of eminent domain for land acquisitions. This opinion of value is subject to the Assumptions and Limiting Conditions that are included in the attached report. There is additional supporting documentation contained within the appraisal files and project files.

Property Rights Appraised

The property rights being appraised in this report consist of fee simple and/or easement interest, encumbered by any easements not to be extinguished, less oil, gas and sulphur. The excepted mineral/royalties are excluded from valuation. These are defined by *The Dictionary of Real Estate Appraisal*, 7th Edition. (Chicago: Appraisal Institute, 2022), by the Appraisal Institute as:

Fee Simple Estate – "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Easement – "The right to use another's land for a stated purpose."

"Market Value" is defined as follows:



Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available in the reasonable future. (City of Austin v. Cannizzo, 153 Tex. 324, 267 S.W.2d 808, 815 (Tex. 1954). Accord State v. Windham, 837 S.W.2d 73, 77 (Tex 1992); Polk County v. Tenneco, Inc., 554 S.W.2d 918, 921 (Tex. 1977); Boswell v. Brazos Electric Power Coop, Inc., 910 S.W.2d 593, 601 (Tex. App.-Fort Worth 1995, writ denied).

Extraordinary Assumptions

Extraordinary assumption is "An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis." Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th Edition (Chicago: Appraisal Institute, 2022). The 2024 USPAP edition defines an extraordinary assumption as "An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions." Extraordinary assumptions are those assumptions that are specific to the assignment, as opposed to general assumptions, which could be applicable to any assignment. In this case, the following assumptions are noted:

- A current survey of the "Whole Property" was not available (The TxDOT survey, dates 8/22/2024 referenced in this report is only a survey of the acquisition area, or "Part to be Acquired"). The Whole Property land areas are derived from the calculated land area using measurement tools in Pictometry. Any large deviations from the estimated land size could impact the value conclusions.
- As noted in the Current Ownership and Sales History section, the subject property has restrictions in place to protect and conserve environmentally sensitive land including wetlands. While these restrictions are noted, the purpose of this project is also for a governmental project. As such, this report considers the market value of the acquisition in accordance with the market value definition herein. As such, this appraisal assumes that these restrictions do not an impact on the market value of the "Whole Property", Part to Be Acquired, Remainder Before, and Remainder After property.

Jurisdictional Exceptions

For right-of-way projects in the State of Texas, there are also several cases that may establish compensable and non-compensable elements resulting from a project. For example, in the State of Texas vs. Schmidt, the Texas Supreme Court "held that owners were not entitled to compensation for diminution in value of remainder property due to diversion of traffic, increased circuitry of travel of property, lessened visibility to passersby, or inconvenience of construction activities." These types of damages are considered community damages which would be non-compensable based on case law, as opposed to specific damages that are exclusive to a property. In addition, regarding the compensation for landscaping, the Texas Supreme Court stated in the case of White vs. Natural Gas that "in eminent domain proceedings our courts have consistently held that the landowner cannot recover for damage to crops, loss of trees, ornamental shrubs, etc., as separate items. These features can be taken into consideration in determining compensation only insofar as they affect the market value of the land, as land."

Hypothetical Conditions

A hypothetical condition is "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis." (2024 USPAP). In the State of Texas, appraisal reports prepared for eminent domain purposes may recognize one or more hypothetical conditions. For example, the appraisal of a remainder property assumes that the proposed public or private improvements were complete as of the effective date of valuation, when in fact it is known that they are not. The use of hypothetical conditions derived from public policy and case law does not result in a process that is limited or renders the results no longer credible. When valuing the subject property, the influence of the project cannot be considered according to 49 CFR 24.103(b) which states:

"To the extent permitted by applicable law, the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner."

When appraising the remainder after the acquisition, a forecast is made. This is a hypothetical situation that is a typical appraisal practice for valuing eminent domain situations. No other hypothetical conditions are utilized in this assignment other than the ones listed in the report and in the addenda.



Environmental Statement

I am not qualified to detect the presence of environmental hazards, and the client is urged to retain an expert in this field if there is any question as to the existence of hazardous materials or environmental problems. The value determined in the appraisal assumes that no hazardous materials or environmental problems are present on or in the property.

Analysis Overview

To perform this assignment, I took the following steps to gather, confirm, and analyze relevant data:

Physically inspected the subject property and the surrounding market area.

Collected information about the property and the market area and confirmed the information with multiple sources.

Performed a highest and best use analysis of the subject site as vacant and as improved when applicable.

Gathered market information on comparable land and, if applicable, improved sales, construction costs, depreciation, rents, operating expenses, and capitalization rates. The applicable comparable sales and rent information was confirmed with a party involved with the transaction.

Analyzed market information and developed indications of value under the necessary approaches to value for a credible assignment result. The market information was analyzed for an appraisal of the **Whole Property**, the **Part to be Acquired** and the value of the **Remainder Before** and **Remainder After** the acquisition.

The appraisal of real estate typically employs three traditional valuation methods: the sales comparison approach, the cost approach, and the income approach. The appraised subject Whole Property is basically undeveloped land with perimeter fencing for agricultural use of the upland areas. The fee value of the subject property is represented by the land, with consideration of the site improvements (fencing components) in the acquisition. This report addresses the value of the land and affected site improvements. The sales comparison approach was used to estimate the value of the land, and the cost approach was used to value the affected site improvements.

Partitioned the **Whole Property** value opinion between the **Part to be Acquired** and the **Remainder Before** the acquisition. In this case, the part to be acquired and remainder before estimates are prorated allocations of the whole property (e.g., The whole property is 100% and the part to be acquired is 10%, resulting in a remainder before the acquisition of 90%).

Performed a highest and best use analysis on the **Remainder After** with consideration to the impact on the residual property as a result of the proposed acquisition. If necessary, the cost to cure and restore the functional utility of the remainder after was estimated.

Derived an estimate of the total compensation due to the owner of the property as the result of a proposed acquisition by summation of the part to be acquired and any damages. The damages were calculated based on the difference in the value opinion for the remainder before and remainder after.

Prepared an appraisal report summarizing my analyses, opinions and conclusions.

In preparation of this report, the reporting is intended to comply with the *Uniform Standards of Professional Appraisal Practice (2020-21 USPAP)*. Other criteria for right-of-way appraisals subject to federal funding are described in the *Code of Federal Regulations (CFR), Title 49 – Transportation, Section 24.103*. This report is also presented in an integrated document comprised of Form ROW-A-5 and a narrative document developed by the appraisers. The supplemental standards issued by TxDOT for the use of the Form ROW-A-5 along with existing State and Federal laws and policies, as they apply, are derived from the *ROW Appraisal and Review Manual* which is available from the Texas Department of Transportation web page (www.dot.state.tx.us).

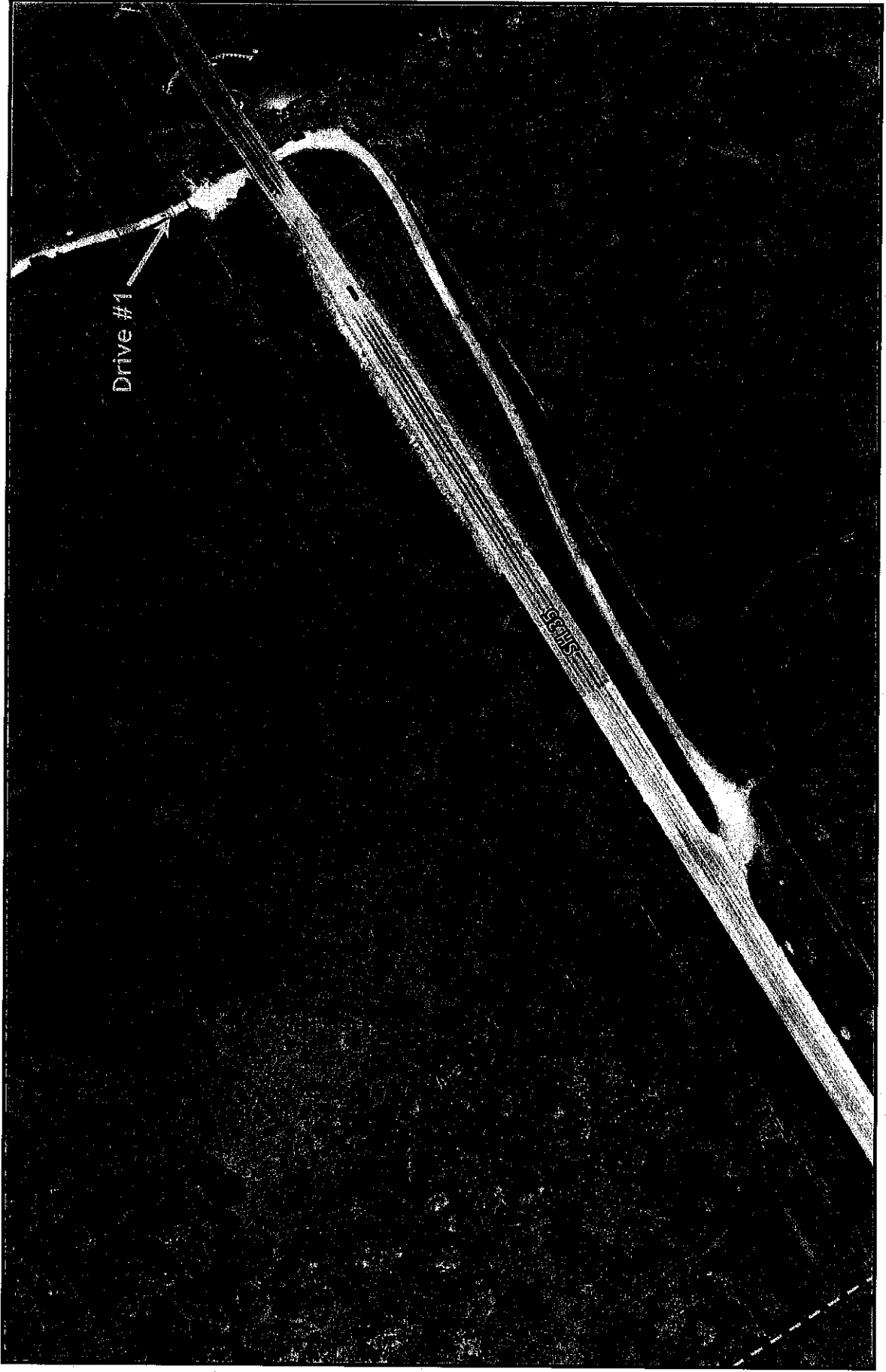
Personal Property and Trade Fixtures

The estimate of compensation in this report is for real property interest, or real estate which includes the physical land and improvements attached to the land. This report does not include a value estimate for personal property or trade fixtures unless represented otherwise in this report. According to the *Code of Federal Regulations (CFR), Title 49 – Transportation, Section 24.103(a)(1)*, "The appraisal report should identify the items considered in the appraisal to be real property, as well as those identified as personal property". The real property or real estate is described in other sections of this report, or the *Description and Analysis of the Land* and in the *Description and Analysis of the Improvements*.

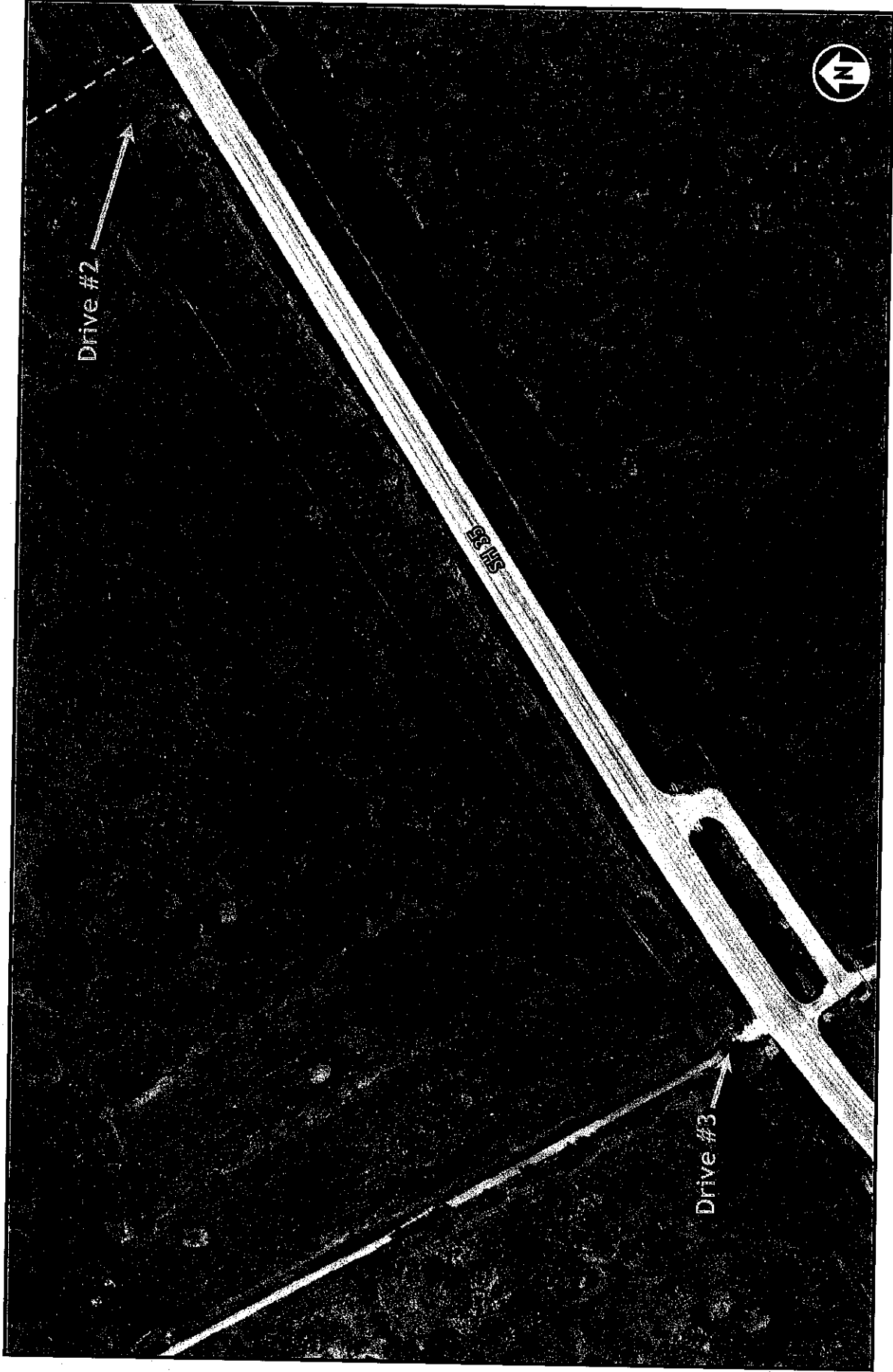
I did not observe any personal property items around the part to be acquired, nor were any reported to me.



Aerial Map With Proposed Acquisition Overlay



Aerial Map With Proposed Acquisition Overlay



20

20. Consider and take necessary action to accept the attached list of Donations to the Calhoun County Library for the month of January 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese



Calhoun County Public Library

www.ccllibrary.org

200 W. Mahan | Port Lavaca, TX 77979 Ph: 361.552.7323 Fax: 361.552.5218

Report January 2025

The following materials have been donated to the Calhoun County Public Library System during the month of
January 2025

Books

6
1
1
1
1

Donor

Unknown
Charles Willoughby
Autumn Villanueva
Ron Shott
Books a Million

Paperbacks

3

Donor

Unknown

DVD

147
15

Donor

Unknown
Barry Hunter

Others

\$10.80
\$17.45
\$14.97
\$75.00
\$100.00

Donor

Port O'Connor Library Donation Box
Seadrift Library Donation Box
Calhoun County Library Donation Box
To Calhoun County Library by Baypoint

Memorial for Earnest Alford & Virgil Price by Bobby & Rebeca Allen to Port O'Connor Library

21

21. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Surplus/Salvage for the month of January 2025. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese



Calhoun County Public Library

www.cclibrary.org

200 W. Mahan | Port Lavaca, TX 77979 Ph: 361.552.7323 Fax: 361.552.5218

Report January 2025

I would like the following to be declared Surplus/Salvage

8 Books

41 DVDs

22

22. Accept Reports from the following County Offices:

- a) Justice of the Peace Pct 1 – January, 2025
- b) Justice of the Peace Pct 2 – January, 2025
- c) Justice of the Peace Pct 3 – January, 2025
- d) District Clerk – January, 2025
- e) Sheriff Department, January, 2025
- f) Floodplain Administration – January, 2025

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Debbie

ENTER COURT NAME:		JUSTICE OF PEACE NO. 1
ENTER MONTH OF REPORT		JANUARY
ENTER YEAR OF REPORT		2025
CODE	AMOUNT	
CASH BONDS	0.00	REVISED 02/02/2022
ADMINISTRATION FEE - ADMF	230.00	
BREATH ALCOHOL TESTING - BAT	0.00	
CONSOLIDATED COURT COSTS - CCC	32.28	
STATE CONSOLIDATED COURT COST- 2020	4,864.75	
LOCAL CONSOLIDATED COURT COST- 2020	1,053.34	
COURTHOUSE SECURITY - CHS	3.23	
CJP	0.00	
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	0.00	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI	0.00	
CR	0.00	
CHILD SAFETY - CS	0.00	
CHILD SEATBELT FEE - CSBF	0.00	
CRIME VICTIMS COMPENSATION - CVC	0.00	
DPSC/FAILURE TO APPEAR - OMNI - DPSC	45.10	
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020	45.16	
ELECTRONIC FILING FEE - EEF	0.00	
FUGITIVE APPREHENSION - FA	0.00	
GENERAL REVENUE - GR	0.00	
CRIM - IND LEGAL SVCS SUPPORT - IDF	1.61	
JUVENILE CRIME & DELINQUENCY - JCD	0.00	
JUVENILE CASE MANAGER FUND - JCMF	0.00	
JUSTICE COURT PERSONNEL TRAINING - JCPT	0.00	
JUROR SERVICE FEE - JSF	3.23	
LOCAL ARREST FEES - LAF	138.94	
LEMI	0.00	
LEOA	0.00	
LEOC	0.00	
OCL	0.00	
PARKS & WILDLIFE ARREST FEES - PWAF	91.29	
STATE ARREST FEES - SAF	145.97	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF	0.00	
SUBTITLE C - SUBC	0.00	
STATE TRAFFIC FINES-EST 9.1.19- STF	1,478.90	
TABC ARREST FEES - TAF	0.00	
TECHNOLOGY FUND - TF	3.23	
TRAFFIC - TFC	0.00	
LOCAL TRAFFIC FINE- 2020	88.73	
TIME PAYMENT - TIME	25.00	
TIME PAYMENT REIMBURSEMENT FEE- 2020	280.03	
TRUANCY PREVENTION/DIVERSION FUND - TPDF	1.80	
LOCAL & STATE WARRANT FEES - WRNT	571.92	
COLLECTION SERVICE FEE-MVBA - CSRV	1,353.37	
DEFENSIVE DRIVING COURSE - DDC	30.00	
DEFERRED FEE - DFF	736.00	
DRIVING EXAM FEE- PROV DL	0.00	
FILING FEE - FFEE	0.00	
STATE CONSOLIDATED CIVIL FEE - 2022	231.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022	363.00	
FILING FEE SMALL CLAIMS - FFSC	0.00	
JURY FEE - JF	0.00	
COPIES/CERTIFIED COPIES - CC	0.00	
INDIGENT FEE - CIFF or INDF	0.00	
JUDGE PAY RAISE FEE - JPAY	4.84	
SERVICE FEE - SFEE	150.00	
OUT-OF-COUNTY SERVICE FEE	0.00	
ELECTRONIC FILING FEE - EEF CV	0.00	
EXPUNGEMENT FEE - EXPG	0.00	
EXPIRED RENEWAL - EXPR	0.00	
ABSTRACT OF JUDGEMENT - AOJ	0.00	
ALL WRITS - WOP / WOE	300.00	
DPS FTA FINE - DPSF	1,222.76	
LOCAL FINES - FINE	6,206.19	
LICENSE & WEIGHT FEES - LWF	0.00	
PARKS & WILDLIFE FINES - PWF	4,005.50	
SEATBELT/UNRESTRAINED CHILD FINE - SEAT	246.00	
JUDICIAL & COURT PERSONNEL TRAINING-JCPT	0.00	
* OVERPAYMENT (OVER \$10) - OVER	0.00	
* OVERPAYMENT (\$10 AND LESS) - OVER	0.00	
RESTITUTION - REST	0.00	
PARKS & WILDLIFE-WATER SAFETY FINES-WSF	0.00	
MARINE SAFETY PARKS & WILDLIFE - MSO	0.00	
TOTAL ACTUAL MONEY RECEIVED		
TYPE:	AMOUNT	
TOTAL WARRANT FEES	571.92	
ENTER LOCAL WARRANT FEES	439.54	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO REPORT
STATE WARRANT FEES	132.38	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO REPORT
DUE TO OTHERS:	AMOUNT	
DUE TO CCISD - 50% of Fine on JV cases	0.00	PLEASE INCLUDE D R REQUESTING DISBURSEMENT
DUE TO DA RESTITUTION FUND	0.00	PLEASE INCLUDE D R REQUESTING DISBURSEMENT
REFUND OF OVERPAYMENTS	0.00	PLEASE INCLUDE D R REQUESTING DISBURSEMENT
OUT-OF-COUNTY SERVICE FEE	0.00	PLEASE INCLUDE D R REQUESTING DISBURSEMENT
CASH BONDS	0.00	PLEASE INCLUDE D R REQUESTING DISBURSEMENT (IF REQUIRED)
TOTAL DUE TO OTHERS	\$0.00	
TREASURERS RECEIPTS FOR MONTH:	AMOUNT	
CASH, CHECKS, M.O.s & CREDIT CARDS	23,752.95	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	23,752.95	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

2/3/2025

COURT NAME: JUSTICE OF PEACE NO. 1
MONTH OF REPORT: JANUARY
YEAR OF REPORT: 2025

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45011	FINES	8,152.78
CR 1000-001-44190	SHERIFF'S FEES	874.19
ADMINISTRATIVE FEES:		
	DEFENSIVE DRIVING	30.00
	CHILD SAFETY	0.00
	TRAFFIC	88.73
	ADMINISTRATIVE FEES	1,011.16
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	1,129.89
CR 1000-001-44361	CONSTABLE FEES-SERVICE	450.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44061	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	280.03
CR 1000-001-44322	SCHOOL CROSSING/CHILD SAFETY FEE	0.00
CR 1000-001-44145	DUE TO STATE-DRIVING EXAM FEE	0.00
CR 1000-999-20741	DUE TO STATE-SEATBELT FINES	123.00
CR 1000-999-20744	DUE TO STATE-CHILD SEATBELT FEE	0.00
CR 1000-999-20745	DUE TO STATE-OVERWEIGHT FINES	0.00
CR 1000-999-20746	DUE TO JP COLLECTIONS ATTORNEY	1,353.37
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$12,363.26
CR 2670-001-44061	COURTHOUSE SECURITY FUND	\$371.09
CR 2720-001-44061	JUSTICE COURT SECURITY FUND	\$0.81
CR 2719-001-44061	JUSTICE COURT TECHNOLOGY FUND	\$304.18
CR 2699-001-44061	JUVENILE CASE MANAGER FUND	\$0.00
CR 2730-001-44061	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$376.19
CR 2669-001-44061	COUNTY JURY FUND	\$7.52
CR 2728-001-44061	JUSTICE COURT SUPPORT FUND	\$275.00
CR 2677-001-44061	COUNTY DISPUTE RESOLUTION FUND	\$55.00
CR 2725-001-44061	LANGUAGE ACCESS FUND	\$33.00
STATE ARREST FEES		
	DPS FEES	55.67
	P&W FEES	18.26
	TABC FEES	0.00
CR 7020-999-20740	TOTAL STATE ARREST FEES	73.93
CR 7070-999-20610	CCC-GENERAL FUND	3.23
CR 7070-999-20740	CCC-STATE	29.03
DR 7070-999-10010		32.26
CR 7072-999-20610	STATE CCC- GENERAL FUND	466.47
CR 7072-999-20740	STATE CCC- STATE	4,198.28
DR 7072-999-10010		4,664.75
CR 7860-999-20610	STF/SUBC-GENERAL FUND	0.00
CR 7860-999-20740	STF/SUBC-STATE	0.00
DR 7860-999-10010		0.00
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	59.16
CR 7860-999-20740	STF- EST 9/1/2019- STATE	1,419.74
DR 7860-999-10010		1,478.90

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

2/3/2025

COURT NAME: JUSTICE OF PEACE NO. 1
MONTH OF REPORT: JANUARY
YEAR OF REPORT: 2025

CR 7950-999-20610
CR 7950-999-20740

DR 7950-999-10010

TP-GENERAL FUND	12.50
TP-STATE	12.50
	25.00

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

2/3/2025

COURT NAME: JUSTICE OF PEACE NO. 1
MONTH OF REPORT: JANUARY
YEAR OF REPORT: 2025

CR 7480-999-20610	CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740	CIVIL INDIGENT LEGAL-STATE	0.00
DR 7480-999-10010		<u>0.00</u>
CR 7865-999-20610	CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.16
CR 7865-999-20740	CRIM-SUPP OF IND LEG SVCS-STATE	1.45
DR 7865-999-10010		<u>1.61</u>
CR 7970-999-20610	TL/FTA-GENERAL FUND	15.03
CR 7970-999-20740	TL/FTA-STATE	30.07
DR 7970-999-10010		<u>45.10</u>
CR 7505-999-20610	JPAY - GENERAL FUND	0.48
CR 7505-999-20740	JPAY - STATE	4.36
DR 7505-999-10010		<u>4.84</u>
CR 7857-999-20610	JURY REIMB. FUND- GEN. FUND	0.32
CR 7857-999-20740	JURY REIMB. FUND- STATE	2.91
DR 7857-999-10010		<u>3.23</u>
CR 7856-999-20610	CIVIL JUSTICE DATA REPOS. - GEN FUND	0.00
CR 7856-999-20740	CIVIL JUSTICE DATA REPOS. - STATE	0.00
DR 7856-999-10010		<u>0.00</u>
CR 7502-999-20740	JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
DR 7502-999-10010		<u>0.00</u>
7998-999-20740	TRUANCY PREVENT/DIV FUND - STATE	0.80
7998-999-20701	JUVENILE CASE MANAGER FUND	0.80
DR 7998-999-10010		<u>1.60</u>
7403-999-22889	ELECTRONIC FILING FEE - CV STATE	0.00
DR 7403-999-22889		<u>0.00</u>
7858-999-20740	STATE CONSOLIDATED CIVIL FEE	231.00
		<u>231.00</u>

TOTAL (Distrib Req to Oper Acct) \$20,348.28

DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD	0.00
DA - RESTITUTION	0.00
REFUND OF OVERPAYMENTS	0.00
OUT-OF-COUNTY SERVICE FI	0.00
CASH BONDS	0.00
PARKS & WILDLIFE FINES	3,404.67
WATER SAFETY FINES	0.00
TOTAL DUE TO OTHERS	<u>\$3,404.67</u>

TOTAL COLLECTED-ALL FUNDS \$23,752.95

LESS: TOTAL TREASURER'S RECEIPTS \$23,752.95

OVER/(SHORT) \$0.00

REVISED 02/02/2022

ENTER COURT NAME:		JUSTICE OF PEACE NO. 2
ENTER MONTH OF REPORT		January
ENTER YEAR OF REPORT		2025

CODE	AMOUNT
CASH BONDS	0.00
ADMINISTRATION FEE - ADMF	0.00
BREATH ALCOHOL TESTING - BAT	0.00
CONSOLIDATED COURT COSTS - CCC	182.00
STATE CONSOLIDATED COURT COST- 2020	597.81
LOCAL CONSOLIDATED COURT COST- 2020	148.98
COURTHOUSE SECURITY - CHS	12.00
CJP	0.00
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	0.20
CORRECTIONAL MANAGEMENT INSTITUTE - CMI	0.00
CR	0.00
CHILD SAFETY - CS	0.00
CHILD SEATBELT FEE - CSBF	0.00
CRIME VICTIMS COMPENSATION - CVC	0.00
DPSC/FAILURE TO APPEAR - OMNI - DPSC	80.00
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020	20.00
ELECTRONIC FILING FEE - EEF	0.00
FUGITIVE APPREHENSION - FA	0.00
GENERAL REVENUE - GR	0.00
CRIM - IND LEGAL SVCS SUPPORT - IDF	6.00
JUVENILE CRIME & DELINQUENCY - JCD	0.00
JUVENILE CASE MANAGER FUND - JCMF	10.00
JUSTICE COURT PERSONNEL TRAINING - JCPT	0.00
JUROR SERVICE FEE - JSF	12.00
LOCAL ARREST FEES - LAF	20.00
LEMI	0.00
LEOA	0.00
LEOC	0.00
OCL	0.00
PARKS & WILDLIFE ARREST FEES - PWAF	0.00
STATE ARREST FEES - SAF	43.21
SCHOOL CROSSING/CHILD SAFETY FEE - SCF	0.00
SUBTITLE C - SUBC	30.00
STATE TRAFFIC FINES-EST 9.1.19- STF	237.01
TABC ARREST FEES - TAF	0.00
TECHNOLOGY FUND - TF	12.00
TRAFFIC - TFC	3.00
LOCAL TRAFFIC FINE- 2020	14.22
TIME PAYMENT - TIME	0.00
TIME PAYMENT REIMBURSEMENT FEE- 2020	90.00
TRUANCY PREVENTION/DIVERSION FUND - TPDF	4.00
LOCAL & STATE WARRANT FEES - WRNT	250.00
COLLECTION SERVICE FEE-MVBA - CSRV	541.80
DEFENSIVE DRIVING COURSE - DDC	0.00
DEFERRED FEE - DFF	282.00
DRIVING EXAM FEE- PROV DL	0.00
FILING FEE - FFEE	0.00
STATE CONSOLIDATED CIVIL FEE - 2022	210.00
LOCAL CONSOLIDATED CIVIL FEE - 2022	330.00
FILING FEE SMALL CLAIMS - FFSC	0.00
JURY FEE - JF	0.00
COPIES/CERTIFIED COPIES - CC	0.00
INDIGENT FEE - CIFF or INDF	0.00
JUDGE PAY RAISE FEE - JPAY	18.00
SERVICE FEE - SFEE	300.00
OUT-OF-COUNTY SERVICE FEE	0.00
ELECTRONIC FILING FEE - EEF CV	0.00
EXPUNGEMENT FEE - EXPG	0.00
EXPIRED RENEWAL - EXPR	0.00
ABSTRACT OF JUDGEMENT - AOJ	0.00
ALL WRITS - WOP / WOE	0.00
DPS FTA FINE - DPSF	0.00
LOCAL FINES - FINE	2,213.57
LICENSE & WEIGHT FEES - LWF	0.00
PARKS & WILDLIFE FINES - PWF	0.00
SEATBELT/UNRESTRAINED CHILD FINE - SEAT	0.00
JUDICIAL & COURT PERSONNEL TRAINING-JCPT	0.00
* OVERPAYMENT (OVER \$10) - OVER	0.00
* OVERPAYMENT (\$10 AND LESS) - OVER	0.00
RESTITUTION - REST	0.00
PARKS & WILDLIFE-WATER SAFETY FINES-WSF	0.00
MARINE SAFETY PARKS & WILDLIFE - MSO	0.00
TOTAL ACTUAL MONEY RECEIVED	\$5,667.80

TYPE:	AMOUNT
TOTAL WARRANT FEES	250.00
ENTER LOCAL WARRANT FEES	100.00
STATE WARRANT FEES	150.00

RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT

DUE TO OTHERS:	AMOUNT
DUE TO CCISD - 50% of Fine on JV cases	0.00
DUE TO DA RESTITUTION FUND	0.00
REFUND OF OVERPAYMENTS	0.00
OUT-OF-COUNTY SERVICE FEE	0.00
CASH BONDS	0.00
TOTAL DUE TO OTHERS	\$0.00

PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT (IF REQUIRED)

TREASURERS RECEIPTS FOR MONTH:	AMOUNT
CASH, CHECKS, M.O.s & CREDIT CARDS	\$5,667.80
TOTAL TREAS. RECEIPTS	\$5,667.80

Calculate from ACTUAL Treasurer's Receipts

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

2/1/2025

COURT NAME: JUSTICE OF PEACE NO. 2
MONTH OF REPORT: January
YEAR OF REPORT: 2025

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45012	FINES	2,213.57
CR 1000-001-44190	SHERIFF'S FEES	274.57
	ADMINISTRATIVE FEES:	
	DEFENSIVE DRIVING	0.00
	CHILD SAFETY	0.00
	TRAFFIC	17.22
	ADMINISTRATIVE FEES	302.00
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	319.22
CR 1000-001-44362	CONSTABLE FEES-SERVICE	300.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44062	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	90.00
CR 1000-001-44322	SCHOOL CROSSING/CHILD SAFETY FEE	0.00
CR 1000-001-44145	DUE TO STATE-DRIVING EXAM FEE	0.00
CR 1000-999-20741	DUE TO STATE-SEATBELT FINES	0.00
CR 1000-999-20744	DUE TO STATE-CHILD SEATBELT FEE	0.00
CR 1000-999-20745	DUE TO STATE-OVERWEIGHT FINES	0.00
CR 1000-999-20746	DUE TO JP COLLECTIONS ATTORNEY	541.80
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$3,739.16
CR 2670-001-44062	COURTHOUSE SECURITY FUND	\$61.14
CR 2720-001-44062	JUSTICE COURT SECURITY FUND	\$3.00
CR 2719-001-44062	JUSTICE COURT TECHNOLOGY FUND	\$54.57
CR 2699-001-44062	JUVENILE CASE MANAGER FUND	\$10.00
CR 2730-001-44062	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$53.21
CR 2669-001-44062	COUNTY JURY FUND	\$1.06
CR 2728-001-44062	JUSTICE COURT SUPPORT FUND	\$250.00
CR 2677-001-44062	COUNTY DISPUTE RESOLUTION FUND	\$50.00
CR 2725-001-44062	LANGUAGE ACCESS FUND	\$30.00
	STATE ARREST FEES	
	DPS FEES	38.64
	P&W FEES	0.00
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	38.64
CR 7020-999-20740	CCC-GENERAL FUND	18.20
CR 7070-999-20610	CCC-STATE	163.80
DR 7070-999-10010		182.00
CR 7072-999-20610	STATE CCC- GENERAL FUND	59.78
CR 7072-999-20740	STATE CCC- STATE	538.03
DR 7072-999-10010		597.81
CR 7860-999-20610	STF/SUBC-GENERAL FUND	1.50
CR 7860-999-20740	STF/SUBC-STATE	28.50
DR 7860-999-10010		30.00
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	9.48
CR 7860-999-20740	STF- EST 9/1/2019- STATE	227.53
DR 7860-999-10010		237.01

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

2/1/2025

COURT NAME: JUSTICE OF PEACE NO. 2
MONTH OF REPORT: January
YEAR OF REPORT: 2025

CR 7950-999-20610		TP-GENERAL FUND	0.00
CR 7950-999-20740		TP-STATE	0.00
	DR 7950-999-10010		0.00
CR 7480-999-20610		CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740		CIVIL INDIGENT LEGAL-STATE	0.00
	DR 7480-999-10010		0.00
CR 7865-999-20610		CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.60
CR 7865-999-20740		CRIM-SUPP OF IND LEG SVCS-STATE	5.40
	DR 7865-999-10010		6.00
CR 7970-999-20610		TL/FTA-GENERAL FUND	26.67
CR 7970-999-20740		TL/FTA-STATE	53.33
	DR 7970-999-10010		80.00
CR 7505-999-20610		JPAY - GENERAL FUND	1.80
CR 7505-999-20740		JPAY - STATE	16.20
	DR 7505-999-10010		18.00
CR 7857-999-20610		JURY REIMB. FUND- GEN. FUND	1.20
CR 7857-999-20740		JURY REIMB. FUND- STATE	10.80
	DR 7857-999-10010		12.00
CR 7856-999-20610		CIVIL JUSTICE DATA REPOS.- GEN FUND	0.02
CR 7856-999-20740		CIVIL JUSTICE DATA REPOS.- STATE	0.18
	DR 7856-999-10010		0.20
CR 7502-999-20740		JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
	DR 7502-999-10010		0.00
7998-999-20740		TRUANCY PREVENT/DIV FUND - STATE	2.00
7998-999-20701		JUVENILE CASE MANAGER FUND	2.00
	DR 7998-999-10010		4.00
7403-999-22889		ELECTRONIC FILING FEE - CV STATE	0.00
	DR 7403-999-22889		0.00
7858-999-20740		STATE CONSOLIDATED CIVIL FEE	210.00
			210.00

TOTAL (Distrib Req to Oper Acct) \$5,667.80

DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD	0.00	
DA - RESTITUTION	0.00	
REFUND OF OVERPAYMENTS	0.00	
OUT-OF-COUNTY SERVICE FE	0.00	
CASH BONDS	0.00	
PARKS & WILDLIFE FINES	0.00	
WATER SAFETY FINES	0.00	
	0.00	
TOTAL DUE TO OTHERS		<u>\$0.00</u>

TOTAL COLLECTED-ALL FUNDS \$5,667.80

LESS: TOTAL TREASUER'S RECEIPTS \$5,667.80

OVER/(SHORT) \$0.00

ENTER COURT NAME: ENTER MONTH OF REPORT ENTER YEAR OF REPORT 2025		JUSTICE OF PEACE NO. 3 JANUARY 2025	
	CODE	AMOUNT	
CASH BONDS			REVISED 02/02/2021
ADMINISTRATION FEE - ADMF			
BREATH ALCOHOL TESTING - BAT			
CONSOLIDATED COURT COSTS - CCC		753.95	
STATE CONSOLIDATED COURT COST- 2020		120.00	
LOCAL CONSOLIDATED COURT COST- 2020		170.24	
COURTHOUSE SECURITY - CHS		12.00	
CJP			
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR		0.20	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI			
CR			
CHILD SAFETY - CS			
CHILD SEATBELT FEE - CSBF			
CRIME VICTIMS COMPENSATION - CVC			
DPSC/FAILURE TO APPEAR - OMNI - DPSC			
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020			
ELECTRONIC FILING FEE - EEF			
FUGITIVE APPREHENSION - FA			
GENERAL REVENUE - GR			
CRIM - IND LEGAL SVCS SUPPORT - IDF		6.00	
JUVENILE CRIME & DELINQUENCY - JCD			
JUVENILE CASE MANAGER FUND - JCMF		17.57	
JUSTICE COURT PERSONNEL TRAINING - JCPT			
JUROR SERVICE FEE - JSF		12.00	
LOCAL ARREST FEES - LAF		30.00	
LEMI			
LEOA			
LEOC			
OCL			
PARKS & WILDLIFE ARREST FEES - PWF			
STATE ARREST FEES - SAF		45.81	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF			
SUBTITLE C - SUBC		60.00	
STATE TRAFFIC FINES-EST 9.1.19- STF		485.61	
TABC ARREST FEES - TAF			
TECHNOLOGY FUND - TF		12.00	
TRAFFIC - TFC		6.00	
LOCAL TRAFFIC FINE- 2020		29.13	
TIME PAYMENT - TIME			
TIME PAYMENT REIMBURSEMENT FEE- 2020			
TRUANCY PREVENTION/DIVERSION FUND - TPDF		6.00	
LOCAL & STATE WARRANT FEES - WRNT		200.00	
COLLECTION SERVICE FEE-MVBA - CSRV		369.06	
DEFENSIVE DRIVING COURSE - DDC		20.00	
DEFERRED FEE - DFF		146.00	
DRIVING EXAM FEE- PROV DL			
FILING FEE - FFEE			
STATE CONSOLIDATED CIVIL FEE - 2022		126.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022		198.00	
FILING FEE SMALL CLAIMS - FFSC			
JURY FEE - JF			
COPIES/CERTIFIED COPIES - CC			
INDIGENT FEE - CIFF or INDF			
JUDGE PAY RAISE FEE - JPAY		18.00	
SERVICE FEE - SFEE		75.00	
OUT-OF-COUNTY SERVICE FEE			
ELECTRONIC FILING FEE - EEF CV			
EXPUNGEMENT FEE - EXPG			
EXPIRED RENEWAL - EXPR			
ABSTRACT OF JUDGEMENT - AOJ			
ALL WRITS - WOP / WOE			
DPS FTA FINE - DPSF			
LOCAL FINES - FINE		1,810.93	
LICENSE & WEIGHT FEES - LWF			
PARKS & WILDLIFE FINES - PWF			
SEATBELT/UNRESTRAINED CHILD FINE - SEAT			
JUDICIAL & COURT PERSONNEL TRAINING-JCPT			
* OVERPAYMENT (OVER \$10) - OVER			
* OVERPAYMENT (\$10 AND LESS) - OVER			
RESTITUTION - REST			
PARKS & WILDLIFE-WATER SAFETY FINES-WSF			
MARINE SAFETY PARKS & WILDLIFE - MSO			
TOTAL ACTUAL MONEY RECEIVED		\$4,729.50	
TYPE:		AMOUNT	
TOTAL WARRANT FEES		200.00	
ENTER LOCAL WARRANT FEES		150.00	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES		50.00	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
DUE TO OTHERS:		AMOUNT	
DUE TO CCISD - 50% of Fine on JV cases		0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
DUE TO DA RESTITUTION FUND		0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
REFUND OF OVERPAYMENTS		0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
OUT-OF-COUNTY SERVICE FEE		0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
CASH BONDS		0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT (IF REQUIRED)
TOTAL DUE TO OTHERS		\$0.00	
TREASURERS RECEIPTS FOR MONTH:		AMOUNT	
CASH, CHECKS, M.O.s & CREDIT CARDS		\$4,729.50	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS		\$4,729.50	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

2/4/2025

COURT NAME: JUSTICE OF PEACE NO. 3
MONTH OF REPORT: JANUARY
YEAR OF REPORT: 2025

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45013	FINES	1,810.93
CR 1000-001-44190	SHERIFF'S FEES	256.65
	ADMINISTRATIVE FEES:	
	DEFENSIVE DRIVING	20.00
	CHILD SAFETY	0.00
	TRAFFIC	35.13
	ADMINISTRATIVE FEES	146.00
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	201.13
CR 1000-001-44363	CONSTABLE FEES-SERVICE	75.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44063	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	0.00
CR 1000-001-44322	SCHOOL CROSSING/CHILD SAFETY FEE	0.00
CR 1000-001-44145	DUE TO STATE-DRIVING EXAM FEE	0.00
CR 1000-999-20741	DUE TO STATE-SEATBELT FINES	0.00
CR 1000-999-20744	DUE TO STATE-CHILD SEATBELT FEE	0.00
CR 1000-999-20745	DUE TO STATE-OVERWEIGHT FINES	0.00
CR 1000-999-20746	DUE TO JP COLLECTIONS ATTORNEY	369.06
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$2,712.77
CR 2670-001-44063	COURTHOUSE SECURITY FUND	\$68.58
CR 2720-001-44063	JUSTICE COURT SECURITY FUND	\$3.00
CR 2719-001-44063	JUSTICE COURT TECHNOLOGY FUND	\$60.64
CR 2699-001-44063	JUVENILE CASE MANAGER FUND	\$17.57
CR 2730-001-44063	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$60.80
CR 2669-001-44063	COUNTY JURY FUND	\$1.22
CR 2728-001-44063	JUSTICE COURT SUPPORT FUND	\$150.00
CR 2677-001-44063	COUNTY DISPUTE RESOLUTION FUND	\$30.00
CR 2725-001-44063	LANGUAGE ACCESS FUND	\$18.00
	STATE ARREST FEES	
	DPS FEES	19.16
	P&W FEES	0.00
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	19.16
CR 7020-999-20740	CCC-GENERAL FUND	75.39
CR 7070-999-20610	CCC-STATE	678.56
DR 7070-999-10010		753.95
CR 7072-999-20610	STATE CCC- GENERAL FUND	12.00
CR 7072-999-20740	STATE CCC- STATE	108.00
DR 7072-999-10010		120.00
CR 7860-999-20610	STF/SUBC-GENERAL FUND	3.00
CR 7860-999-20740	STF/SUBC-STATE	57.00
DR 7860-999-10010		60.00
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	19.42
CR 7860-999-20740	STF- EST 9/1/2019- STATE	466.19
DR 7860-999-10010		485.61

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

2/4/2025

COURT NAME: JUSTICE OF PEACE NO. 3
MONTH OF REPORT: JANUARY
YEAR OF REPORT: 2025

CR 7950-999-20610	TP-GENERAL FUND	0.00
CR 7950-999-20740	TP-STATE	0.00
DR 7950-999-10010		0.00
CR 7480-999-20610	CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740	CIVIL INDIGENT LEGAL-STATE	0.00
DR 7480-999-10010		0.00
CR 7865-999-20610	CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.60
CR 7865-999-20740	CRIM-SUPP OF IND LEG SVCS-STATE	5.40
DR 7865-999-10010		6.00
CR 7970-999-20610	TL/FTA-GENERAL FUND	0.00
CR 7970-999-20740	TL/FTA-STATE	0.00
DR 7970-999-10010		0.00
CR 7505-999-20610	JPAY - GENERAL FUND	1.80
CR 7505-999-20740	JPAY - STATE	16.20
DR 7505-999-10010		18.00
CR 7857-999-20610	JURY REIMB. FUND- GEN. FUND	1.20
CR 7857-999-20740	JURY REIMB. FUND- STATE	10.80
DR 7857-999-10010		12.00
CR 7856-999-20610	CIVIL JUSTICE DATA REPOS.- GEN FUND	0.02
CR 7856-999-20740	CIVIL JUSTICE DATA REPOS.- STATE	0.18
DR 7856-999-10010		0.20
CR 7502-999-20740	JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
DR 7502-999-10010		0.00
7998-999-20740	TRUANCY PREVENT/DIV FUND - STATE	3.00
7998-999-20701	JUVENILE CASE MANAGER FUND	3.00
DR 7998-999-10010		6.00
7403-999-22889	ELECTRONIC FILING FEE - CV STATE	0.00
DR 7403-999-22889		0.00
7858-999-20740	STATE CONSOLIDATED CIVIL FEE	126.00
		126.00

TOTAL (Distrib Req to Oper Acct) \$4,729.50

DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD	0.00
DA - RESTITUTION	0.00
REFUND OF OVERPAYMENTS	0.00
OUT-OF-COUNTY SERVICE FI	0.00
CASH BONDS	0.00
PARKS & WILDLIFE FINES	0.00
WATER SAFETY FINES	0.00
TOTAL DUE TO OTHERS	<u>\$0.00</u>

TOTAL COLLECTED-ALL FUNDS \$4,729.50

LESS: TOTAL TREASUER'S RECEIPTS \$4,729.50

OVER/(SHORT) \$0.00

REVISED 02/02/2021

ENTER COURT NAME: ENTER MONTH OF REPORT ENTER YEAR OF REPORT		DISTRICT CLERK JANUARY 2025	
CODE	AMOUNT		
CR - CCC	10.52	Revised 04/03/23	
CR - STATE CCC- 2020	771.98		
CR - LOCAL CCC- 2020	438.17		
CR - CRIMINAL JUSTICE PLANNING FUND			
CR - CLERK'S FEE	6.91		
CR - CMI			
CR - CRIME STOPPERS	92.24		
CR - COURTHOUSE SECURITY	0.86		
CR - CVCF	0.07		
CR - CJPT			
CR - DRUG CRT PROG FEE	5.10		
CR - FA	0.01		
CR - JCD			
CR - JCPT			
CR - JURY REIMBURSEMENT FEE- JRF	0.57		
CR - JUDICIAL SUPPORT FUND- JSF	0.47		
CR - LAW ENFORC. EDUC FUND			
CR - IND LEGALS SVCS (IDF)	0.15		
CR - DUE TO STATE - NONDISCLOSURE FEE			
CR - TIME PAYMENT-TP	1.51		
CR - TIME PAYMENT REIMBURSEMENT- 2020	62.14		
CR - BREATH ALCOHOL TESTING			
CR - CO CHILD ABUSE PREVENTION FUND	0.39		
CR - CLERK'S FEE			
CR - RECORDS MANAGEMENT	4.34		
CR - BOND FORFEITURES			
CR - PRETRIAL DIVERSION FUND			
CR - REBATES ON PREVIOUS EXPENSES	1.89		
CR - REIMB CRT APPOINTED ATTY FEES	1,313.36		
CR - TECHNOLOGY FUND (DIST & CO CLK)	0.66		
CR - STATE ELECTRONIC FILING FEE	0.83		
CR - COUNTY ELECTRONIC FILING FEE			
CR - EMS TRAUMA FUND	14.71		
CR - DNA TESTING FEE	1.16		
CR - FAMILY VIOLENCE FINE			
CR - RESTITUTION FEE	3.95		
CR - TCLOSE - MVF			
CR - STATE TRAFFIC FINE			
CR - OVERPAYMENTS			
CR - SHERIFF	157.80		
CR - D.A.			
CR - FINES	1,303.91	CR-SUBTOTAL	\$4,193.70
CV - STATE REIMB- TITLE IV-D COURT COSTS			
CV - COPIES	87.90		
CV - CLERK'S FEES	1,657.84		
CV - COURT RECORDS PRESERVATION FUND			
CV - RECORDS MGMT FEE - DISTRICT CLERK			
CV - STENOGRAPHER	358.00		
CV - SHERIFF'S JURY FEE			
CV - LAW LIBRARY	501.20		
CV - (STATE) DIV. & FAMILY LAW			
CV-(STATE) OTHER THAN DIV/FAM LAW			
CV-(STATE) OTHER CIVIL PROCEEDINGS			
CV - JURY FEE	153.20		
CV - COUNTY DISPUTE RESOLUTION FUND	214.80		
CV - RECORDS MGMT PRSRV FUND - CLERK	522.40		
CV - COURTHOUSE SECURITY	286.40		
CV - LANGUAGE ACCESS FUND	42.96		
CV - SHERIFF'S SERVICE FEE	1,299.00		
**CV - DUE TO OTHERS			
CV - CRT APPOINTED ATY FEES - CHILD SUPPORT			
CV-JUDICIAL & COURT PERSONNEL TRAINING FEE			
CV - JUDICIAL SALARIES			
CV - AJSF	71.60		
CV - COURT FACILITY FEE FUND	286.40		
CV - BOND FORFEITURES			
CV - STATE ELECTRONIC FILING FEE			
CV - COUNTY ELECTRONIC FILING FEE			
CV - FAMILY PROTECTION FEE			
CV - ADOPTION-BUREAU OF VITAL STATS FEE			
CV - DUE TO STATE - NONDISCLOSURE FEE			
CV - DUE TO STATE - CONSOLIDATED FEE 2022	710.64		
CV - OVERPAYMENTS			
CV - OUT-OF-COUNTY SVC OF CITATION	550.00	CV-SUBTOTAL	\$6,742.34
TOTAL CASH RECEIPTS	\$10,936.04		
NSF CHECKS			
DUE TO OTHERS:		AMOUNT	
RESTITUTION	3.95	PLEASE INCLUDE P. O. REQUESTING DISBURSEMENT	
OUT-OF-COUNTY SERVICE FEE	550.00	PLEASE INCLUDE P. O. REQUESTING DISBURSEMENT	
REFUNDS OF OVERPAYMENTS	0.00	PLEASE INCLUDE P. O. REQUESTING DISBURSEMENT	
DUE TO OTHERS(crime stoppers)	92.24		
TOTAL DUE TO OTHERS	\$646.19		
TREASURERS RECEIPTS FOR MONTH:		*	
CASH, CHECKS, M.O.s & CREDIT CARDS	10,936.04	Calculate from ACTUAL Treasurer's Receipts	

* Treasurer Receipt Numbers:
F2025JAN007,020,028

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

COURT NAME: DISTRICT CLERK
MONTH OF REPORT: JANUARY
YEAR OF REPORT: 2025

ACCOUNT NUMBER	ACCOUNT NAME	DEBIT	CREDIT
1000-001-44190	SHERIFF'S SERVICE FEES		\$1,456.80
1000-001-44140	JURY FEES		\$153.20
1000-001-44045	RESTITUTION FEE		\$0.00
1000-001-44020	DISTRICT ATTORNEY FEES		\$0.00
1000-001-49010	REBATES-PREVIOUS EXPENSE		\$1.89
1000-001-49030	REBATES-ATTORNEY'S FEES		\$1,313.36
1000-001-44058	DISTRICT CLERK ELECTRONIC FILING FEES		\$0.00
1000-001-44322	TIME PAYMENT REIMBURSEMENT FEES		\$62.14
1000-001-43049	STATE REIMB- TITLE IV-D COURT COSTS		\$0.00
DISTRICT CLERK FEES			
	CERTIFIED COPIES	\$87.90	
	CRIMINAL COURT	\$6.91	
	CIVIL COURT	\$1,657.84	
	STENOGRAPHER	\$358.00	
	CIV FEES DIFF	\$0.00	
1000-001-44050	DISTRICT CLERK FEES		\$2,110.65
1000-999-20771	FAMILY VIOLENCE FINE		\$0.00
1000-999-10010	CASH - AVAILABLE	\$5,098.04	
2706-001-44055	FAMILY PROTECTION FEE		\$0.00
2706-999-10010	CASH - AVAILABLE	\$0.00	
2740-001-45055	FINES - DISTRICT COURT		\$1,303.91
2740-999-10010	CASH - AVAILABLE	\$1,303.91	
2620-001-44055	APPELLATE JUDICIAL SYSTEM		\$71.60
2620-999-10010	CASH - AVAILABLE	\$71.60	
2648-001-44055	COURT FACILITY FEE FUND		\$286.40
2648-999-10010	CASH - AVAILABLE	\$286.40	
2670-001-44055	COURTHOUSE SECURITY		\$287.26
2670-999-10010	CASH - AVAILABLE	\$287.26	
2673-001-44055	CRT RECS PRESERVATION FUND- CO		\$0.00
2673-999-10010	CASH - AVAILABLE	\$0.00	
2725-001-44055	LANGUAGE ACCESS FUND		\$42.96
2725-999-10010	CASH - AVAILABLE	\$42.96	
2739-001-44055	RECORD MGMT/PRSV FUND - CLERK		\$526.31
2739-999-10010	CASH - AVAILABLE	\$526.31	
2737-001-44055	RECORD MGMT/PRSV FUND -DIST CLRK		\$0.43
2737-999-10010	CASH - AVAILABLE	\$0.43	
2731-001-44055	LAW LIBRARY		\$501.20
2731-999-10010	CASH - AVAILABLE	\$501.20	
2663-001-44050	CO & DIST CRT TECHNOLOGY FUND		\$0.66
2663-999-10010	CASH - AVAILABL	\$0.66	
7040-999-20740	BREATH ALCOHOL TESTING - STATE		\$0.00
7040-999-10010	CASH - AVAILABLE	\$0.00	
2667-001-44055	CO CHILD ABUSE PREVENTION FUND		\$0.39
2667-999-10010	CASH - AVAILABLE	\$0.39	
7502-999-20740	JUDICIAL & COURT PERSONNEL TRAINING FUND-STATE		\$0.00
7502-999-10010	CASH-AVAILABE	\$0.00	
7383-999-20610	DNA TESTING FEE - County		\$0.12
7383-999-20740	DNA TESTING FEE - STATE		\$1.04
7383-999-10010	CASH - AVAILABLE	\$1.16	

7405-999-20610	EMS TRAUMA FUND - COUNTY		\$1.47
7405-999-20740	EMS TRAUMA FUND - STATE		\$13.24
7405-999-10010	CASH - AVAILABLE	\$14.71	
7070-999-20610	CONSOL. COURT COSTS - COUNTY		\$1.06
7070-999-20740	CONSOL. COURT COSTS - STATE		\$9.54
7070-999-10010	CASH - AVAILABLE	\$10.60	
7072-999-20610	STATE CONSOL. COURT COSTS- COUNTY		\$77.20
7072-999-20740	STATE CONSOL. COURT COSTS- STATE		\$694.78
7072-999-10010	CASH- AVAILABLE	\$771.98	
2698-001-44030-010	DRUG CRT PROG FEE - COUNTY (PROGRAM)		\$2.55
2698-999-10010-010	CASH - AVAILABLE	\$2.55	
7390-999-20610-999	DRUG COURT PROG FEE - COUNTY (SVC FEE)		\$0.51
7390-999-20740-999	DRUG COURT PROG FEE - STATE		\$2.04
7390-999-10010-999	CASH - AVAILABLE	\$2.55	
7865-999-20610-999	CRIM - SUPP OF IND LEGAL SVCS - COUNTY		\$0.02
7865-999-20740-999	CRIM - SUPP OF IND LEGAL SVCS - STATE		\$0.13
7865-999-10010-999	CASH - AVAILABLE	\$0.15	
7760-999-20790-010	CRIM - DUE TO STATE - NONDISCLOSURE FEE		\$0.00
7760-999-10010-010	CRIM - DUE TO STATE - NONDISCLOSURE FEE	\$0.00	
7950-999-20610	TIME PAYMENT - COUNTY		\$0.76
7950-999-20740	TIME PAYMENT - STATE		\$0.75
7950-999-10010	CASH - AVAILABLE	\$1.51	
7505-999-20610	JUDICIAL SUPPORT-CRIM - COUNTY		\$0.05
7505-999-20740	JUDICIAL SUPPORT-CRIM - STATE		\$0.42
7505-999-10010	CASH - AVAILABLE	\$0.47	
7505-999-20740-010	JUDICIAL SALARIES-CIVIL - STATE(42)		\$0.00
7505-999-10010-010	CASH AVAILABLE	\$0.00	
2740-001-45050	BOND FORFEITURES		\$0.00
2740-999-10010	CASH - AVAILABLE	\$0.00	
2729-001-44034	PRE-TRIAL DIVERSION FUND		\$0.00
2729-999-10010	CASH - AVAILABLE	\$0.00	
7857-999-20610	JURY REIMBURSEMENT FUND- COUNTY		\$0.06
7857-999-20740	JURY REIMBURSEMENT FUND- STATE		\$0.51
7857-999-10010	CASH - AVAILABLE	\$0.57	
7860-999-20610	STATE TRAFFIC FINE- COUNTY		\$0.00
7860-999-20740	STATE TRAFFIC FINE- STATE		\$0.00
7860-999-10010	CASH - AVAILABLE	\$0.00	
7403-999-22888	DIST CRT - ELECTRONIC FILING FEE - CIVIL		\$0.00
7403-999-22991	DIST CRT - ELECTRONIC FILING FEE - CRIMINAL		\$0.83
	CASH - AVAILABLE	\$0.83	

LOCAL CONSOL. COURT COST

1000-001-44050	DISTRICT CLERK FEES		\$166.92
1000-999-10010	CASH - AVAILABLE	\$166.92	
2739-001-44055	RECORD MGMT/PRSV FUND - COUNTY		\$104.33
2739-999-10010	CASH - AVAILABLE	\$104.33	
2669-001-44050	COUNTY JURY FUND		\$4.17
2669-999-10010	CASH - AVAILABLE	\$4.17	
2670-001-44055	COURTHOUSE SECURITY		\$41.73
2670-999-10010	CASH - AVAILABLE	\$41.73	
2663-001-44050	CO & DIST CRT TECHNOLOGY FUND		\$16.69
2663-999-10010	CASH - AVAILABLE	\$16.69	
2676-001-44050	COUNTY SPECIALTY COURT FUND		\$104.33
2676-999-10010	CASH - AVAILABLE	\$104.33	
	TOTAL:	\$438.17	

7855-999-20784-010	DIST CRT - DIVORCE & FAMILY LAW - STATE	\$0.00
7855-999-20657-010	DIST CRT - DIVORCE & FAMILY LAW - COUNTY	\$0.00
7855-999-20792-010	DIST CRT-OTHER THAN DIVORCE/FAMILY LAW - STATE	\$0.00
7855-999-20658-010	DIST CRT-OTHER THAN DIVORCE/FAMILY LAW - COUNTY	\$0.00
7855-999-20740-010	DIST CRT - OTHER CIVIL PROCEEDINGS - STATE	-
7855-999-20610-010	DIST CRT - OTHER CIVIL PROCEEDINGS - COUNTY	-
7855-999-20790-010	DUE TO STATE - NONDISCLOSURE FEE	\$0.00
7855-999-10010-010	CASH - AVAILABLE	0.00
2677-001-44050-999	COUNTY DISPUTE RESOLUTION FUND	\$214.80
2677-999-10010-999	CASH - AVAILABLE	\$214.80
7858-999-20740-999	DIST CLK - DUE TO STATE CONSOLIDATED FEE 2022	\$710.64
7858-999-10010-999	CASH AVAILABLE	\$710.64

TOTAL (Distrib Req to Oper Acct)	\$10,728.02	\$10,289.85

DUE TO OTHERS (Distrib Req(s) attached)

ATTORNEY GENERAL (RESTITUTION)	3.95	
OUT-OF-COUNTY SERVICE FEES	550.00	
REFUND OF OVERPAYMENTS	0.00	
DUE TO OTHERS	92.24	
TOTAL DUE TO OTHERS		\$646.19

REPORT TOTAL - ALL FUNDS	10,936.04
PLUS AMT OF RETURNED CKS	0.00
LESS: TOTAL TREASURER'S RECEIPTS	(10,936.04)
OVER / (SHORT)	\$0.00

Revised 04/03/23

DISTRICT COURT

STATE COURT COSTS REPORT

JANUARY

2025

SECTION I: REPORT FOR OFFENSES COMMITTED	COLLECTED	JANUARY COUNTY	STATE
01/1/20 - Present	\$771.98	77.20	694.78
01/01/04 - 12/31/19	\$10.40	1.04	9.36
09/01/01 - 12/31/03	0.20	0.02	0.18
09/01/99 - 08/31/01		-	-
09/01/97 - 08/31/99		-	-
09/01/95 - 08/31/97		-	-
09/01/91 - 08/31/95		-	-

TOTALS	\$782.58	78.26	704.32

BAIL BONDS FEES			
DNA TESTING FEES	1.16	0.12	1.04
EMS TRAUMA FUND	14.71	1.47	13.24
JUV. PROB. DIVERSION FEES			
JURY REIMBURSEMENT FEE	\$0.57	0.06	0.51
INDIGENT DEFENSE FUND	\$0.15	0.02	\$0.14
STATE TRAFFIC FEES	\$0.00	-	\$0.00
DRUG CRT PROG FEE	\$5.10	\$3.06	2.04

SECTION II: AS APPLICABLE

STATE POLICE OFFICER FEES			
FAILURE TO APPEAR/PAY FEES			
JUD. FUND-CONST. CO. CRT.			
JUD. FUND-STATUTORY CO. CRT.			
MOTOR CARRIER WEIGHT VIOLATIONS			
TIME PAYMENT FEE	\$1.51	0.76	0.75
DRIVING RECORD FEE			
JUDICIAL SUPPORT FEES	\$0.47	0.05	0.42
ELECTRONIC FILING FEE - CR	\$0.83		\$0.83
NONDISCLOSURE FEES - CR	\$0.00		\$0.00

TOTAL STATE COURT COSTS	\$807.08	\$ 83.79	\$ 723.29

CIVIL FEES REPORT

	COLLECTED	JANUARY COUNTY	STATE
BIRTH CERTIFICATE FEES			
MARRIAGE LICENSE FEES			
DECL. OF INFORMAL MARRIAGE			
ELECTRONIC FILING FEE - CV	\$0.00		\$0.00
NONDISCLOSURE FEES - CV	0	\$0.00	\$0.00
JUROR DONATIONS			
JUSTICE CRT. INDIG FILING FEES			
STAT PROB CRT INDIG FILING FEES			
STAT PROB CRT JUDIC FILING FEES			
STAT CNTY CRT INDIG FILING FEES			
STAT CNTY CRT JUDIC FILING FEES			
STAT CNTY CRT-JUDICIAL SUPPORT			
CONST CNTY CRT INDIG FILING FEES			
CNST CNTY CRT JUDIC FILING FEES			
DIST CRT DIV & FAMILY LAW	0	\$0.00	-
DIST CRT OTHER THAN DIV/FAM LAW	0	\$0.00	-
DIST CRT OTHER CIVIL FILINGS	0	\$0.00	-
FAMILY PROTECTION FEE			
JUDICIAL SUPPORT FEE	0	\$0.00	\$0.00
JUDICIAL & COURT PERSONNEL TRAINING FEE	0	\$0.00	\$0.00
2022 STATE CONSOLIDATED FEE	6	\$710.64	\$710.64
COUNTY DISPUTE RESOLUTION FUND		214.80	214.80
TOTAL CIVIL FEES REPORT	\$ 925.44	\$ -	\$ 925.44

TOTAL BOTH REPORTS	\$ 1,732.52	\$ 83.79	\$ 1,648.73

Calhoun County Floodplain Administration

211 South Ann Street, Suite 301

Port Lavaca, TX 77979-4249

Phone: 361-553-4455/Fax: 361-553-4444

e-mail: kim.grall@calhouncotx.org

January 2025 Development Permits Report For Commissioners Court: February 12, 2025

New Homes - 2
Renovations/Additions - 0
Mobile Homes - 0
Boat Barns/Storage Buildings/Garages - 4
Commercial Buildings/RV Site - 1
Addition - 0
Fence - 0
Pool - 0
Drainage - 0
Pipeline - 0

Total Fees Collected: \$420.00

Receipt numbers: 920548 920549, 920550, 920551, 920552 920553
& 920554

County Judge



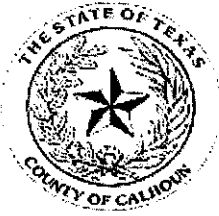
Date

2-12-2025

SHERIFF'S OFFICE MONTHLY REPORT

Jan-25

BAIL BOND FEE	\$ 795.00
CIVIL FEE	\$ 740.00
CASH BOND	
JP#1	\$ 4,673.05
JP#2	\$ 600.00
JP#3	\$ 474.50
JP#4	
JP#5	
SEADRIFT MUN.	
PC MUN	\$ 1,682.20
PROPERTY SALE	
PRE-INDITMENT	
TOTAL:	\$ 8,964.75



**CALHOUN
COUNTY**
201 West Austin

**DISTRIBUTION
REQUEST**

DR# 420 A 45692

PAYEE

Name: Calhoun County Oper. Acct.
Address:
City:
State:
Zip:
Phone:

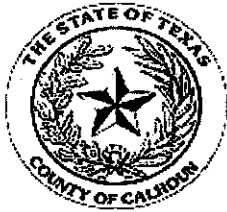
PAYOR

Official: Anna Kabela
Title: District Clerk

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
7340-999-20759-999	District Clerk Monthly Collections - Distribution	\$10,289.85
	JANUARY	
	2025	
V# 967		
TOTAL		10,289.85

Signature of Official

Date



**CALHOUN
COUNTY**
201 West Austin

**DISTRIBUTION
REQUEST**

DR# 450 A 45690

PAYEE

Name: Calhoun County Oper. Acct.
Address:
City:
State:
Zip:
Phone:

PAYOR

Official: Thomas Dio
Title: Justice of the Peace, Pct. 2

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
7542-999-20759-999	JP2 Monthly Collections - Distribution	\$5,667.80
	January	
	2025	
V# 967		
TOTAL		5,667.80

Signature of Official

Date



**CALHOUN
COUNTY**
201 West Austin

**DISTRIBUTION
REQUEST**

DR# 450 A 45692

PAYEE

Name: Calhoun County Oper. Acct.
Address:
City:
State:
Zip:
Phone:

PAYOR

Official: Hope Kurtz
Title: Justice of the Peace, Pct. 1

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
7541-999-20759-999	JP1 Monthly Collections - Distribution	\$20,348.28
	JANUARY	
	2025	
V# 967		
TOTAL		20,348.28

Signature of Official

Date

23

23. Consider and take necessary action on budget adjustments. (VLL)

2024

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

2025

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, February 12, 2025

HEARING TYPE: REGULAR

BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: CONSTABLE-PRECINCT #1

DEPARTMENT NO: 580

AMENDMENT NO: 6983 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53995	UNIFORMS	999	NO GRANT	\$0	\$0	\$0	\$30	\$30
62955	INTERNET SERVICES	999	NO GRANT	\$0	\$0	\$30	\$0	(\$30)
AMENDMENT NO 6983 TOTAL				\$0	\$0	\$30	\$30	\$0
CONSTABLE-PRECINCT #1 TOTAL				\$0	\$0	\$30	\$30	\$0

DEPARTMENT NAME: CONSTABLE-PRECINCT #3

DEPARTMENT NO: 600

AMENDMENT NO: 6983 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
62955	INTERNET SERVICES	999	NO GRANT	\$0	\$0	\$20	\$0	(\$20)
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$0	\$20	\$20
AMENDMENT NO 6983 TOTAL				\$0	\$0	\$20	\$20	\$0
CONSTABLE-PRECINCT #3 TOTAL				\$0	\$0	\$20	\$20	\$0

DEPARTMENT NAME: EMERGENCY COMMUNICATION DIVISION DEPARTMENT NO: 635

AMENDMENT NO: 6983 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, February 12, 2025

HEARING TYPE: REGULAR

BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY COMMUNICATION DIVISION DEPARTMENT NO: 635

AMENDMENT NO: 6983 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53020	GENERAL OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$2,360	\$0	(\$2,360)
61310	COPIER RENTALS	999	NO GRANT	\$0	\$0	\$0	\$4,295	\$4,295
70654	BUILDING-EMERGENCY COMMUNIC	999	NO GRANT	\$0	\$0	\$1,935	\$0	(\$1,935)
AMENDMENT NO 6983 TOTAL				\$0	\$0	\$4,295	\$4,295	\$0
EMERGENCY COMMUNICATION DIVISION TOTAL				\$0	\$0	\$4,295	\$4,295	\$0

DEPARTMENT NAME: JUSTICE OF PEACE-PRECINCT #4 DEPARTMENT NO: 480

AMENDMENT NO: 6983 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
61340	COPY MACHINE LEASE	999	NO GRANT	\$0	\$0	\$50	\$0	(\$50)
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$0	\$50	\$50
AMENDMENT NO 6983 TOTAL				\$0	\$0	\$50	\$50	\$0
JUSTICE OF PEACE-PRECINCT #4 TOTAL				\$0	\$0	\$50	\$50	\$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 DEPARTMENT NO: 560

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, February 12, 2025

HEARING TYPE: REGULAR

BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3

DEPARTMENT NO: 560

AMENDMENT NO: 6983

REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53550	LUMBER	999	NO GRANT	\$0	\$0	\$32	\$0	(\$32)
53595	TOOLS	999	NO GRANT	\$0	\$0	\$0	\$75	\$75
53992	SUPPLIES-MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$43	\$0	(\$43)
AMENDMENT NO 6983 TOTAL				\$0	\$0	\$75	\$75	\$0
ROAD AND BRIDGE-PRECINCT #3 TOTAL				\$0	\$0	\$75	\$75	\$0
GENERAL FUND TOTAL				\$0	\$0	\$4,470	\$4,470	\$0

FUND NAME JUSTICE COURT TECHNOLOGY FUND

FUND NO: 2719

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6981

REQUESTOR: JUSTICE COURT TECHNOLOGY FUND

AMENDMENT REASON: ADJUST BUDGET FOR OCTOBER 2024 REVENUE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
70751	CAPITAL OUTLAY-JP PCT #1	999	NO GRANT	\$0	\$0	\$232	\$0	(\$232)
70752	CAPITAL OUTLAY-JP PCT #2	999	NO GRANT	\$0	\$0	\$14	\$0	(\$14)
70753	CAPITAL OUTLAY-JP PCT #3	999	NO GRANT	\$0	\$0	\$71	\$0	(\$71)
70754	CAPITAL OUTLAY-JP PCT #4	999	NO GRANT	\$0	\$0	\$37	\$0	(\$37)
70755	CAPITAL OUTLAY-JP PCT #5	999	NO GRANT	\$0	\$0	\$79	\$0	(\$79)
AMENDMENT NO 6981 TOTAL				\$0	\$0	\$433	\$0	(\$433)
NO DEPARTMENT TOTAL				\$0	\$0	\$433	\$0	(\$433)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, February 12, 2025

HEARING TYPE: REGULAR

BUDGET YEAR: 2024

FUND NAME JUSTICE COURT TECHNOLOGY FUND

FUND NO: 2719

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6981 REQUESTOR: JUSTICE COURT TECHNOLOGY FUND

AMENDMENT REASON: ADJUST BUDGET FOR OCTOBER 2024 REVENUE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE (DECREASE)
44061	FEES-JUSTICE OF PEACE-PRECINC	999	NO GRANT	\$226	\$0	\$0	\$0	\$226
44062	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$14	\$0	\$0	\$0	\$14
44063	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$69	\$0	\$0	\$0	\$69
44064	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$36	\$0	\$0	\$0	\$36
44065	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$77	\$0	\$0	\$0	\$77
46020	INT INC-JUSTICE SYSTEM	999	NO GRANT	\$11	\$0	\$0	\$0	\$11
AMENDMENT NO 6981 TOTAL				\$433	\$0	\$0	\$0	\$433
REVENUE TOTAL				\$433	\$0	\$0	\$0	\$433
JUSTICE COURT TECHNOLOGY FUND TOTAL				\$433	\$0	\$433	\$0	\$0

FUND NAME JUVENILE PROBATION FUND

FUND NO: 9200

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6982 REQUESTOR: JUVENILE PROBATION

AMENDMENT REASON: LINE ITEM TRANSFER TO COVER EXPENSE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE (DECREASE)
50195	CHIEF JUVENILE PROBATION OFFIC	999	NO GRANT	\$0	\$0	\$1	\$0	(\$1)
50635	JUVENILE PROBATION OFFICER I	999	NO GRANT	\$0	\$0	\$1	\$0	(\$1)
50805	OFFICE MANAGER - JUVENILE PRO	999	NO GRANT	\$0	\$0	\$1	\$0	(\$1)
51940	WORKMENS COMPENSATION	999	NO GRANT	\$0	\$0	\$28	\$0	(\$28)
53980	SUPPLIES/OPERATING EXPENSES	999	NO GRANT	\$0	\$0	\$1,833	\$0	(\$1,833)
65530	RESIDENTIAL SERVICE	999	NO GRANT	\$0	\$0	\$4,375	\$0	(\$4,375)
65532	RESIDENTIAL SERVICE (NON-SECU	999	NO GRANT	\$0	\$0	\$0	\$21,042	\$21,042
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$14,803	\$0	(\$14,803)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, February 12, 2025

HEARING TYPE: REGULAR

BUDGET YEAR: 2024

FUND NAME JUVENILE PROBATION FUND

FUND NO: 9200

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6982 REQUESTOR: JUVENILE PROBATION

AMENDMENT REASON: LINE ITEM TRANSFER TO COVER EXPENSE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
AMENDMENT NO 6982 TOTAL				\$0	\$0	\$21,042	\$21,042	\$0
NO DEPARTMENT TOTAL				\$0	\$0	\$21,042	\$21,042	\$0
JUVENILE PROBATION FUND TOTAL				\$0	\$0	\$21,042	\$21,042	\$0
Grand Total				\$433	\$0	\$25,945	\$25,512	\$0

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, February 12, 2025

HEARING TYPE: REGULAR

BUDGET YEAR: 2025

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COMMISSIONERS COURT

DEPARTMENT NO: 230

AMENDMENT NO: 6980 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
63503	MAINTENANCE-COMMUNICATION N	999	NO GRANT	\$0	\$0	\$0	\$20,000	\$20,000
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$20,000	\$0	(\$20,000)
AMENDMENT NO 6980 TOTAL				\$0	\$0	\$20,000	\$20,000	\$0
COMMISSIONERS COURT TOTAL				\$0	\$0	\$20,000	\$20,000	\$0

DEPARTMENT NAME: CONSTABLE-PRECINCT #1

DEPARTMENT NO: 580

AMENDMENT NO: 6980 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53430	LAW ENFORCEMENT SUPPLIES	999	NO GRANT	\$0	\$0	\$400	\$0	(\$400)
71650	EQUIPMENT	999	NO GRANT	\$0	\$0	\$0	\$400	\$400
AMENDMENT NO 6980 TOTAL				\$0	\$0	\$400	\$400	\$0
CONSTABLE-PRECINCT #1 TOTAL				\$0	\$0	\$400	\$400	\$0

DEPARTMENT NAME: EMERGENCY MANAGEMENT

DEPARTMENT NO: 630

AMENDMENT NO: 6980 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, February 12, 2025

HEARING TYPE: REGULAR

BUDGET YEAR: 2025

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY MANAGEMENT

DEPARTMENT NO: 630

AMENDMENT NO: 6980 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53030	PHOTO COPIES/SUPPLIES	999	NO GRANT	\$0	\$0	\$400	\$0	(\$400)
63500	MACHINE MAINTENANCE	999	NO GRANT	\$0	\$0	\$0	\$400	\$400
AMENDMENT NO 6980 TOTAL				\$0	\$0	\$400	\$400	\$0
EMERGENCY MANAGEMENT TOTAL				\$0	\$0	\$400	\$400	\$0

DEPARTMENT NAME: MISCELLANEOUS

DEPARTMENT NO: 280

AMENDMENT NO: 6979 REQUESTOR: MISCELLANEOUS

AMENDMENT REASON: LINE ITEM ADJUSTMENT TO COVER AUTO INSURANCE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
62870	INSURANCE-LAW ENFORCEMENT LI	999	NO GRANT	\$0	\$0	\$0	\$1,000	\$1,000
62884	INSURANCE-VEHICLE AND EQUIPM	999	NO GRANT	\$0	\$0	\$1,000	\$0	(\$1,000)
AMENDMENT NO 6979 TOTAL				\$0	\$0	\$1,000	\$1,000	\$0
MISCELLANEOUS TOTAL				\$0	\$0	\$1,000	\$1,000	\$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3

DEPARTMENT NO: 560

AMENDMENT NO: 6980 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, February 12, 2025

HEARING TYPE: REGULAR

BUDGET YEAR: 2025

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3

DEPARTMENT NO: 560

AMENDMENT NO: 6980

REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
62510	EQUIPMENT RENTAL	999	NO GRANT	\$0	\$0	\$0	\$7,000	\$7,000
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	\$0	\$0	\$7,000	\$0	(\$7,000)
AMENDMENT NO 6980 TOTAL				\$0	\$0	\$7,000	\$7,000	\$0
ROAD AND BRIDGE-PRECINCT #3 TOTAL				\$0	\$0	\$7,000	\$7,000	\$0
GENERAL FUND TOTAL				\$0	\$0	\$28,800	\$28,800	\$0
Grand Total				\$0	\$0	\$28,800	\$28,800	\$0

24

24. Approval of bills and payroll. (VLL)

MMC Bills:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

2024 County Bills:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

2025 County Bills:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---February 12, 2025

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 975,987.35
TOTAL TRANSFERS BETWEEN FUNDS	\$ 614,927.72
TOTAL NURSING HOME UPL EXPENSES	\$ 404,410.23
TOTAL INTER-GOVERNMENT TRANSFERS	\$ -
GRAND TOTAL DISBURSEMENTS APPROVED February 12, 2025	\$ 1,995,325.30

MEMORIAL MEDICAL CENTER
COMMISSIONERS COURT APPROVAL LIST FOR ---February 12, 2025

PAYABLES AND PAYROLL

2/6/2025 Weekly Payables	332,733.14
2/6/2025 Radcom	900.00
2/10/2025 Reed, Clayton, Meeker & Harget - Critical	5,950.00
2/10/2025 Frontier - Critical	66.07
2/10/2025 Republic Services - Critical	2,397.32
2/10/2025 Mutual of Omaha - Critical	24,435.16
2/10/2025 Siemens Medical Solutions INC - Critical	5,959.67
2/10/2025 FedEx - Critical	189.25
2/10/2025 McKesson-340B Prescription Expense	7,859.52
2/10/2025 Amerisource Bergen-340B Prescription Expense	4,762.90
2/10/2025 Amerisource Bergen-340B Prescription Expense	2,008.34
2/10/2025 Payroll Liabilities-Payroll Taxes	118,492.43
2/10/2025 Payroll	375,998.04
2/10/2025 Health Equity - Wage Works employee FSA	5,848.75
Prosperity Electronic Bank Payments	
2/10/2025 90 Degree Benefits - employee insurance claims	85,750.53
2/10/2025 Credit Card Interchange	150.11
2/10/2025 Pay Plus-Patient Claims Processing Fee	499.62
2/10/2025 Authnet Gateway	27.10
2/10/2025 Credit Card Processing Fee	172.54
2/10/2025 Credit Card Lease Fee	335.53
2/10/2025 Credit Card Discount Fee	339.33
2/10/2025 Health Equity -HSA Contributions	1,112.00

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ **975,987.35**

TRANSFERS BETWEEN FUNDS-MMC

2/10/2025 Transfer from Nexbank to Operating Account	500,000.00

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

2/6/2025 MMC Operating to The Crescent-Correction of insurance payment deposited into MMC Operating in error	2,604.00
2/6/2025 MMC Operating to Golden Creek Healthcare-Correction of insurance payment deposited into MMC Operating in error	19,567.50
2/6/2025 MMC Operating to Tuscany Village-Correction of insurance payment deposited into MMC operating in error	41,607.00
2/6/2025 MMC Operating to Bethany-Correction of Insurance payment deposited into MMC Operating in error	16,237.96
2/6/2025 MMC Operating to Cantex Health Care Centers-Correction of insurance payment deposited into MMC Operating	34,911.26

TOTAL TRANSFERS BETWEEN FUNDS \$ **614,927.72**

NURSING HOME UPL EXPENSES

2/10/2025 Nursing Home UPL-Cantex Transfer	60,109.55
2/10/2025 Nursing Home UPL-Nexion Transfer	148,078.58
2/10/2025 Nursing Home UPL-Tuscany Transfer	122,762.86
2/10/2025 Nursing Home UPL-HSL Transfer	52,302.12

QIPP CHECKS TO MMC

2/10/2025 Broadmoor - QIPP Y7 ADJ 1	1,668.40
2/10/2025 Crescent - QIPP Y7 ADJ 1	1,370.05
2/10/2025 Fort Bend - QIPP Y7 ADJ 1	1,538.33
2/10/2025 Solera - QIPP Y7 ADJ 1	1,512.52
2/10/2025 Tuscany - QIPP Y7 ADJ 1	2,967.82

TRANSFER OF FUNDS BETWEEN NURSING HOMES

2/10/2025 Crescent to Tuscany -Tuscany insurance payment deposited into Crescent in error	2,500.00
2/10/2025 Crescent to Tuscany -Tuscany insurance payment deposited into Crescent in error	9,600.00

TOTAL NURSING HOME UPL EXPENSES \$ **404,410.23**

TOTAL INTER-GOVERNMENT TRANSFERS

\$

GRAND TOTAL DISBURSEMENTS APPROVED February 12, 2025 \$ **1,995,325.30**

RECEIVED BY THE
COUNTY AUDITOR ON

02/06/2025
13:20

FEB 06 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 02/20/2025

0
ap_open_invoice.template

Vendor# Vendor Name

10950 ✓ ACUTE CARE INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV2185		02/05/202	02/20/202	02/20/202			1,400.00	0.00	0.00	1,400.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10950	ACUTE CARE INC	1,400.00	0.00	0.00	1,400.00

Vendor# Vendor Name Class Pay Code

A1680 ✓ AIRGAS USA, LLC - CENTRAL DIV M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 9157464064		01/27/202	01/20/202	02/14/202			3,316.29	0.00	0.00	3,316.29 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
A1680	AIRGAS USA, LLC - CENTRAL DIV	3,316.29	0.00	0.00	3,316.29

Vendor# Vendor Name Class Pay Code

14028 ✓ AMAZON CAPITAL SERVICES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1FJL3HKD69H4		01/01/202	12/19/202	02/14/202			228.10	0.00	0.00	228.10 ✓

✓ 1YWVDDVD4N9F		01/01/202	01/18/202	02/17/202			118.96	0.00	0.00	118.96 ✓

✓ 1L1Q1GRCF4W3		01/22/202	01/16/202	02/15/202			1,053.99	0.00	0.00	1,053.99 ✓

✓ 1K4NV3QRG36Q		01/27/202	01/20/202	02/19/202			363.87	0.00	0.00	363.87 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14028	AMAZON CAPITAL SERVICES	1,764.92	0.00	0.00	1,764.92

Vendor# Vendor Name Class Pay Code

15456 ✓ AMERITEX ELEVATOR SERVICES INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 20251202		02/03/202	02/01/202	02/03/202			750.00	0.00	0.00	750.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
15456	AMERITEX ELEVATOR SERVICES INC	750.00	0.00	0.00	750.00

Vendor# Vendor Name Class Pay Code

11247 ✓ AVENO NETWORKS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 15340		01/31/202	02/01/202	02/16/202			4,000.00	0.00	0.00	4,000.00 ✓

✓ 15351		01/31/202	02/02/202	02/17/202			850.00	0.00	0.00	850.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11247	AVENO NETWORKS	4,850.00	0.00	0.00	4,850.00

Vendor# Vendor Name Class Pay Code

14088 ✓ AZALEA HEALTH

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 114080		02/05/202	02/01/202	02/01/202			712.80	0.00	0.00	712.80 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14088	AZALEA HEALTH	712.80	0.00	0.00	712.80

Vendor# Vendor Name Class Pay Code

16000 ✓ BANESTER SERVICES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 123534		02/03/202	12/17/202	02/04/202			800.00	0.00	0.00	800.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
16000	BANESTER SERVICES	800.00	0.00	0.00	800.00

Vendor#	Vendor Name	Class	Pay Code
B1220	BECKMAN COULTER INC	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 111795564		01/22/202	01/13/202	02/14/202			5,655.51	0.00	0.00	5,655.51 ✓
✓ 4563004		01/29/202	01/21/202	02/15/202			1,484.00	0.00	0.00	1,484.00 ✓
✓ 5498305		01/29/202	01/21/202	02/15/202			1,935.15	0.00	0.00	1,935.15 ✓
✓ 111813974		01/29/202	01/22/202	02/16/202			54.47	0.00	0.00	54.47 ✓
✓ 5498513		02/03/202	01/25/202	02/19/202			1,337.05	0.00	0.00	1,337.05 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
B1220	BECKMAN COULTER INC	10,466.18	0.00	0.00	10,466.18

Vendor#	Vendor Name	Class	Pay Code
13972	BEYER MECHANICAL LTD		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ IN046390		02/03/202	01/28/202	02/03/202			1,867.08	0.00	0.00	1,867.08 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
13972	BEYER MECHANICAL LTD	1,867.08	0.00	0.00	1,867.08

Vendor#	Vendor Name	Class	Pay Code
11072	BIO-RAD LABORATORIES, INC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 907928707		02/04/202	01/15/202	01/29/202			1,114.19	0.00	0.00	1,114.19 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11072	BIO-RAD LABORATORIES, INC	1,114.19	0.00	0.00	1,114.19

Vendor#	Vendor Name	Class	Pay Code
14753	BIOMERIEUX, INC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1213413022		01/15/202	12/31/202	02/14/202			10,228.02	0.00	0.00	10,228.02 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14753	BIOMERIEUX, INC	10,228.02	0.00	0.00	10,228.02

Vendor#	Vendor Name	Class	Pay Code
14120	CALHOUN COUNTY EMS		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 202412		12/31/202	12/01/202	02/20/202			4,400.00	0.00	0.00	4,400.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14120	CALHOUN COUNTY EMS	4,400.00	0.00	0.00	4,400.00

Vendor#	Vendor Name	Class	Pay Code
14064	CAPITAL ONE		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 011925		02/06/202	01/19/202	02/06/202			982.44	0.00	0.00	982.44 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14064	CAPITAL ONE	982.44	0.00	0.00	982.44

Vendor#	Vendor Name	Class	Pay Code

10541	✓	CARESFIELD												
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	✓	200028992		01/22/202	01/17/202	02/16/202			34.80	0.00	0.00	34.80	✓	
		Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net		
		10541	CARESFIELD						34.80	0.00	0.00	34.80		
Vendor#	✓	Vendor Name							Class	Pay Code				
C1992	✓	CDW GOVERNMENT, INC.							M					
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	✓	AC1WV5C		01/15/202	12/28/202	02/14/202			181.85	0.00	0.00	181.85	✓	
	✓	AC4EW7V		02/04/202	01/20/202	02/19/202			6,911.90	0.00	0.00	6,911.90	✓	
		Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net		
		C1992	CDW GOVERNMENT, INC.						7,093.75	0.00	0.00	7,093.75		
Vendor#	✓	Vendor Name							Class	Pay Code				
16020	✓	CIHQ												
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	✓	10400		02/03/202	01/09/202	01/24/202			5,950.00	0.00	0.00	5,950.00	✓	
		Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net		
		16020	CIHQ						5,950.00	0.00	0.00	5,950.00		
Vendor#	✓	Vendor Name							Class	Pay Code				
C1730	✓	CITY OF PORT LAVACA							W					
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	✓	011625C		01/31/202	01/16/202				268.72	0.00	0.00	268.72	✓	
	✓	011625		01/31/202	01/16/202	02/03/202			201.74	0.00	0.00	201.74	✓	
	✓	011625A		01/31/202	01/16/202	02/03/202			85.60	0.00	0.00	85.60	✓	
	✓	011625B		01/31/202	01/16/202	02/03/202			7,308.91	0.00	0.00	7,308.91	✓	
		Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net		
		C1730	CITY OF PORT LAVACA						7,864.97	0.00	0.00	7,864.97		
Vendor#	✓	Vendor Name							Class	Pay Code				
13000	✓	CLEARFLY												
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	✓	INV680027		01/31/202	02/01/202	02/15/202			1,232.71	0.00	0.00	1,232.71	✓	
		Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net		
		13000	CLEARFLY						1,232.71	0.00	0.00	1,232.71		
Vendor#	✓	Vendor Name							Class	Pay Code				
C1166	✓	COASTAL OFFICE SOLUTIONS							W					
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	✓	OEQT296431		01/27/202	12/27/202	01/06/202			2,353.82	0.00	0.00	2,353.82	✓	
	✓	OEQT298941		01/27/202	01/13/202	01/23/202			586.97	0.00	0.00	586.97	✓	
		Vendor Totals: Number	Name						Gross	Discount	No-Pay	Net		
		C1166	COASTAL OFFICE SOLUTIONS						2,940.79	0.00	0.00	2,940.79		
Vendor#	✓	Vendor Name							Class	Pay Code				
11030	✓	COMBINED INSURANCE												
		Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	✓	013125		01/31/202	01/31/202	02/03/202			501.72	0.00	0.00	501.72	✓	

Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net		
		11030	COMBINED INSURANCE			501.72	0.00	0.00	501.72		
Vendor#	Vendor Name		Class	Pay Code							
15116	✓ COMPUGROUP MEDICAL - EMDS INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	9090095765		02/05/202	01/31/202	02/05/202			50,574.72	0.00	0.00	50,574.72 ✓
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net		
		15116	COMPUGROUP MEDICAL - EMDS INC.			50,574.72	0.00	0.00	50,574.72		
Vendor#	Vendor Name		Class	Pay Code							
10043	✓ CROSS COUNTRY STAFFING										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	7490924		01/27/202	01/17/202	02/16/202			3,040.00	0.00	0.00	3,040.00 ✓
✓	7498052		02/03/202	01/24/202	02/03/202			1,160.00	0.00	0.00	1,160.00 ✓
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net		
		10043	CROSS COUNTRY STAFFING			4,200.00	0.00	0.00	4,200.00		
Vendor#	Vendor Name		Class	Pay Code							
10006	✓ CUSTOM ASSEMBLIES, INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	INV14163		01/29/202	01/21/202	01/29/202			210.00	0.00	0.00	210.00 ✓
✓	INV14162		01/29/202	01/21/202	02/20/202			400.66	0.00	0.00	400.66 ✓
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net		
		10006	CUSTOM ASSEMBLIES, INC.			610.66	0.00	0.00	610.66		
Vendor#	Vendor Name		Class	Pay Code							
10368	✓ DEWITT POTH & SON										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	7760240		01/15/202	11/27/202	02/14/202			36.90	0.00	0.00	36.90 ✓
✓	7810570		01/29/202	01/22/202	02/16/202			419.36	0.00	0.00	419.36 ✓
✓	7810761		02/04/202	01/23/202	02/17/202			86.76	0.00	0.00	86.76 ✓
✓	7810571		02/04/202	01/23/202	02/17/202			507.60	0.00	0.00	507.60 ✓
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net		
		10368	DEWITT POTH & SON			1,050.62	0.00	0.00	1,050.62		
Vendor#	Vendor Name		Class	Pay Code							
12904	✓ DSHS - VITAL STATISTICS										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	020525		02/05/202	02/05/202	02/05/202			58.00	0.00	0.00	58.00 ✓
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net		
		12904	DSHS - VITAL STATISTICS			58.00	0.00	0.00	58.00		
Vendor#	Vendor Name		Class	Pay Code							
15832	✓ EVERON										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	157639007		01/31/202	01/02/202	02/01/202			58.43	0.00	0.00	58.43 ✓
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net		
		15832	EVERON			58.43	0.00	0.00	58.43		
Vendor#	Vendor Name		Class	Pay Code							
F1400	✓ FISHER HEALTHCARE		M								

✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	8288762		01/29/202	01/21/202	02/15/202			43.88	0.00	0.00	43.88	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	F1400	FISHER HEALTHCARE						43.88	0.00	0.00	43.88	
Vendor#	Vendor Name					Class	Pay Code					
11183	✓	FRONTIER										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	011925		01/31/202	01/19/202	02/03/202			140.80	0.00	0.00	140.80	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	11183	FRONTIER						140.80	0.00	0.00	140.80	
Vendor#	Vendor Name					Class	Pay Code					
12636	✓	FUSION CONNECT										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	1029333692		02/03/202	01/16/202	02/15/202			1,750.26	0.00	0.00	1,750.26	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	12636	FUSION CONNECT						1,750.26	0.00	0.00	1,750.26	
Vendor#	Vendor Name					Class	Pay Code					
11078	✓	FUSION MEDICAL STAFFING, LLC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	INV792934		02/03/202	12/31/202	01/25/202			2,780.50	0.00	0.00	2,780.50	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	11078	FUSION MEDICAL STAFFING, LLC						2,780.50	0.00	0.00	2,780.50	
Vendor#	Vendor Name					Class	Pay Code					
11149	✓	GBS ADMINISTRATORS, INC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	58430938812		02/05/202	01/17/202	02/01/202			5,041.35	0.00	0.00	5,041.35	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	11149	GBS ADMINISTRATORS, INC						5,041.35	0.00	0.00	5,041.35	
Vendor#	Vendor Name					Class	Pay Code					
12404	✓	GE PRECISION HEALTHCARE, LLC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	6002846457		01/22/202	01/01/202	02/14/202			1,044.26	0.00	0.00	1,044.26	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	12404	GE PRECISION HEALTHCARE, LLC						1,044.26	0.00	0.00	1,044.26	
Vendor#	Vendor Name					Class	Pay Code					
G1876	✓	GOLDEN CRESCENT RAC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	011725		02/03/202	01/22/202	02/06/202			1,000.00	0.00	0.00	1,000.00	
	2025 RAC ANNUAL MEMBERSHIP											✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	G1876	GOLDEN CRESCENT RAC						1,000.00	0.00	0.00	1,000.00	
Vendor#	Vendor Name					Class	Pay Code					
W1300	✓	GRAINGER										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	9370074818		02/04/202	01/13/202	02/07/202			178.86	0.00	0.00	178.86	
✓	9370074826		02/04/202	01/13/202	02/07/202			1,205.47	0.00	0.00	1,205.47	✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	W1300	GRAINGER						1,384.33	0.00	0.00	1,384.33	

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
12948	GREAT AMERICA FINANCIAL SVCS			38443763		02/05/202	01/30/202	02/03/202			10,470.17	0.00	0.00	10,470.17
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
	12948	GREAT AMERICA FINANCIAL SVCS									10,470.17	0.00	0.00	10,470.17
11984	GUERBET, LLC			0092537454		02/04/202	01/29/202	01/29/202			350.00	0.00	0.00	350.00
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
	11984	GUERBET, LLC									350.00	0.00	0.00	350.00
G0401	GULF COAST DELIVERY			013125		02/03/202	01/31/202	02/03/202			50.00	0.00	0.00	50.00
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
	G0401	GULF COAST DELIVERY									50.00	0.00	0.00	50.00
G1210	GULF COAST PAPER COMPANY	M		2608112		02/04/202	01/07/202	02/06/202			1,076.69	0.00	0.00	1,076.69
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
	G1210	GULF COAST PAPER COMPANY									1,076.69	0.00	0.00	1,076.69
11784	HALF LEAGUE STORAGE			020325		02/03/202	02/03/202	02/03/202			360.00	0.00	0.00	360.00
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
	11784	HALF LEAGUE STORAGE									360.00	0.00	0.00	360.00
12380	HEALTH SOLUTIONS DIETETICS			020325		02/03/202	02/03/202	02/03/202			4,250.00	0.00	0.00	4,250.00
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
	12380	HEALTH SOLUTIONS DIETETICS									4,250.00	0.00	0.00	4,250.00
11552	HEALTHCARE FINANCIAL SERVICES			100971565		01/31/202	12/28/202	02/01/202			1,382.67	0.00	0.00	1,382.67
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
	11552	HEALTHCARE FINANCIAL SERVICES									1,382.67	0.00	0.00	1,382.67
H0031	HEB CREDIT RECEIVABLES DEPT308			012925		02/06/202	01/19/202	02/06/202			590.23	0.00	0.00	590.23
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
	H0031	HEB CREDIT RECEIVABLES DEPT308									590.23	0.00	0.00	590.23

Vendor#	Vendor Name					Class	Pay Code				
15208	✓ HOSPITAL CARE CONSULTANTS INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	6763		01/31/202	12/31/202	01/10/202			10,902.00	0.00	0.00	10,902.00 ✓
			Q4 2024								
✓	6762		02/03/202	09/30/202	10/10/202			34,444.00	0.00	0.00	34,444.00 ✓
			Q3 2024								
✓	6761A		02/06/202	06/30/202	07/10/202			19,987.00	0.00	0.00	19,987.00 ✓
			Q2 2024								
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
15208 HOSPITAL CARE CONSULTANTS INC.								65,333.00	0.00	0.00	65,333.00
Vendor#	Vendor Name					Class	Pay Code				
A1746	✓ JPM CHASE					M					
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	90025834		02/04/202	11/25/202	02/04/202			155.70	0.00	0.00	155.70 ✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
A1746 JPM CHASE								155.70	0.00	0.00	155.70
Vendor#	Vendor Name					Class	Pay Code				
11600	✓ LEGAL SHIELD										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	011525		01/31/202	01/17/202	02/03/202			527.60	0.00	0.00	527.60 ✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
11600 LEGAL SHIELD								527.60	0.00	0.00	527.60
Vendor#	Vendor Name					Class	Pay Code				
M2178	✓ MCKESSON MEDICAL SURGICAL INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	23231869		02/04/202	01/27/202	02/11/202			73.16	0.00	0.00	73.16 ✓
✓	23243540		02/04/202	01/29/202	02/13/202			271.40	0.00	0.00	271.40 ✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
M2178 MCKESSON MEDICAL SURGICAL INC								344.56	0.00	0.00	344.56
Vendor#	Vendor Name					Class	Pay Code				
11612	✓ MEDICAL AIR SERVICES ASSOC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	1878173		02/03/202	02/03/202	02/03/202			1,761.00	0.00	0.00	1,761.00 ✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
11612 MEDICAL AIR SERVICES ASSOC.								1,761.00	0.00	0.00	1,761.00
Vendor#	Vendor Name					Class	Pay Code				
M2470	✓ MEDLINE INDUSTRIES INC					M					
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	2349255100		01/15/202	12/18/202	02/14/202			26,927.49	0.00	0.00	26,927.49 ✓
✓	2351023964		01/15/202	12/31/202	02/14/202			4,888.61	0.00	0.00	4,888.61 ✓
✓	2352013086		01/22/202	01/08/202	02/14/202			1,502.54	0.00	0.00	1,502.54 ✓
✓	2354214618		01/27/202	01/22/202	02/16/202			93.53	0.00	0.00	93.53 ✓
✓	2354214620		01/27/202	01/22/202	02/16/202			34.85	0.00	0.00	34.85 ✓
✓	2354214615		01/27/202	01/22/202	02/16/202			571.36	0.00	0.00	571.36 ✓

✓	2354214616	01/27/202 01/22/202 02/16/202	118.30	0.00	0.00	118.30	✓
✓	2354214614	01/27/202 01/22/202 02/16/202	24.41	0.00	0.00	24.41	✓
✓	2354214619	01/27/202 01/22/202 02/16/202	123.56	0.00	0.00	123.56	✓
✓	2354214617	01/27/202 01/22/202 02/16/202	132.11	0.00	0.00	132.11	✓
✓	2354214621	01/27/202 01/22/202 02/16/202	34.85	0.00	0.00	34.85	✓
✓	2354283049	01/29/202 01/23/202 02/17/202	115.01	0.00	0.00	115.01	✓
✓	2354283050	01/29/202 01/23/202 02/17/202	106.45	0.00	0.00	106.45	✓

Vendor Totals: Number Name

M2470 MEDLINE INDUSTRIES INC

Gross	Discount	No-Pay	Net
34,673.07	0.00	0.00	34,673.07

Vendor# Vendor Name Class Pay Code

11972 ✓ MOMENTUM RENTAL & SALES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1764271A		02/06/202	09/18/202	10/18/202			15.98	0.00	0.00	15.98

Vendor Totals: Number Name

11972 MOMENTUM RENTAL & SALES

Gross	Discount	No-Pay	Net
15.98	0.00	0.00	15.98

Vendor# Vendor Name Class Pay Code

10536 ✓ MORRIS & DICKSON CO, LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2953911		02/03/202	01/22/202	02/01/202			471.57	0.00	0.00	471.57
✓ CM82669		02/03/202	01/22/202	02/01/202			-673.72	0.00	0.00	-673.72
✓ CM82668		02/03/202	01/22/202	02/01/202			-7,429.12	0.00	0.00	-7,429.12
✓ 2953440		02/03/202	01/22/202	02/01/202			151.00	0.00	0.00	151.00
✓ 2953912		02/03/202	01/22/202	02/01/202			462.23	0.00	0.00	462.23
✓ 2957583		02/03/202	01/23/202	02/02/202			388.35	0.00	0.00	388.35
✓ 2957584		02/03/202	01/23/202	02/02/202			59.74	0.00	0.00	59.74
✓ 2957582		02/03/202	01/23/202	02/02/202			66.19	0.00	0.00	66.19
✓ 2955699		02/03/202	01/23/202	02/02/202			115.99	0.00	0.00	115.99
✓ 2964772		02/03/202	01/26/202	02/05/202			1,080.80	0.00	0.00	1,080.80
✓ 2963326		02/03/202	01/26/202	02/05/202			106.33	0.00	0.00	106.33
✓ 2964775		02/03/202	01/26/202	02/05/202			292.69	0.00	0.00	292.69
✓ 2964774		02/03/202	01/26/202	02/05/202			186.38	0.00	0.00	186.38
✓ 2964773		02/03/202	01/26/202	02/05/202			405.82	0.00	0.00	405.82
✓ SC7318		02/03/202	01/27/202	02/06/202			289.48	0.00	0.00	289.48

✓ 2967255	02/03/202 01/27/202 02/06/202	56.15	0.00	0.00	56.15	✓
✓ 2968216	02/03/202 01/27/202 02/06/202	9.68	0.00	0.00	9.68	✓
✓ SC7319	02/03/202 01/27/202 02/06/202	281.42	0.00	0.00	281.42	✓
✓ SC7316	02/03/202 01/27/202 02/06/202	169.22	0.00	0.00	169.22	✓
✓ SC7317	02/03/202 01/27/202 02/06/202	23.00	0.00	0.00	23.00	✓
✓ 2969943	02/03/202 01/27/202 02/06/202	68.85	0.00	0.00	68.85	✓
✓ 2969944	02/03/202 01/27/202 02/06/202	327.24	0.00	0.00	327.24	✓
✓ 2972800	02/03/202 01/28/202 02/07/202	56.15	0.00	0.00	56.15	✓
✓ 2972801	02/03/202 01/28/202 02/07/202	231.08	0.00	0.00	231.08	✓
✓ 2972798	02/03/202 01/28/202 02/07/202	1,124.61	0.00	0.00	1,124.61	✓
✓ 2972799	02/03/202 01/28/202 02/07/202	330.97	0.00	0.00	330.97	✓
✓ 2975395	02/03/202 01/28/202 02/07/202	550.95	0.00	0.00	550.95	✓
✓ 2975396	02/03/202 01/28/202 02/07/202	1,802.80	0.00	0.00	1,802.80	✓
✓ 2978344	02/03/202 01/29/202 02/08/202	5,802.60	0.00	0.00	5,802.60	✓
✓ 2981100	02/03/202 01/29/202 02/08/202	19.84	0.00	0.00	19.84	✓
✓ 0036814	02/03/202 01/29/202 02/08/202	1,685.32	0.00	0.00	1,685.32	✓
✓ 2981101	02/03/202 01/29/202 02/08/202	518.73	0.00	0.00	518.73	✓
✓ 2978345	02/03/202 01/29/202 02/08/202	15,687.13	0.00	0.00	15,687.13	✓
✓ CM84153	02/03/202 01/29/202 02/08/202	-14.96	0.00	0.00	-14.96	✓
✓ 2977886	02/03/202 01/29/202 02/08/202	6,767.05	0.00	0.00	6,767.05	✓
✓ 2985025	02/03/202 01/30/202 02/09/202	56.15	0.00	0.00	56.15	✓
✓ 2986024	02/03/202 01/30/202 02/09/202	110.03	0.00	0.00	110.03	✓
✓ 2983571	02/03/202 01/30/202 02/09/202	1,316.51	0.00	0.00	1,316.51	✓
✓ 2986025	02/03/202 01/30/202 02/09/202	124.14	0.00	0.00	124.14	✓
✓ CM84493	02/03/202 01/30/202 02/09/202	-82.03	0.00	0.00	-82.03	✓

Vendor Totals: Number Name

10536 MORRIS & DICKSON CO, LLC

Gross	Discount	No-Pay	Net
32,996.36	0.00	0.00	32,996.36

Vendor# Vendor Name Class Pay Code
13624 ✓ NEXION HEALTH AT NAVASOTA INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 010125		01/01/202	02/05/202	02/05/202			1,000.00	0.00	0.00	1,000.00

Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net	
	13624	NEXION HEALTH AT NAVASOTA INC				1,000.00	0.00	0.00	1,000.00	
Vendor#	Vendor Name		Class	Pay Code						
16004	NITOR E LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
46219		02/05/202	01/29/202	02/05/202			209.29	0.00	0.00	209.29
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net	
	16004	NITOR E LLC				209.29	0.00	0.00	209.29	
Vendor#	Vendor Name		Class	Pay Code						
01500	OLYMPUS AMERICA INC		M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
37471994		01/29/202	01/21/202	02/20/202			590.78	0.00	0.00	590.78
37479767		01/29/202	01/22/202	02/16/202			403.76	0.00	0.00	403.76
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net	
	01500	OLYMPUS AMERICA INC				994.54	0.00	0.00	994.54	
Vendor#	Vendor Name		Class	Pay Code						
16156	ONE PHYSICS LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INV005026		02/03/202	10/31/202	11/30/202			900.00	0.00	0.00	900.00
Removed - wrong Vendor remit										
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net	
	16156	ONE PHYSICS LLC				900.00	0.00	0.00	900.00	
Vendor#	Vendor Name		Class	Pay Code						
10152	PARTSSOURCE, LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
5530794NR		01/22/202	01/08/202	02/07/202			205.98	0.00	0.00	205.98
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net	
	10152	PARTSSOURCE, LLC				205.98	0.00	0.00	205.98	
Vendor#	Vendor Name		Class	Pay Code						
S0905	PERFORMANCE HEALTH		M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
IN98416352		01/29/202	01/22/202	02/16/202			196.27	0.00	0.00	196.27
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net	
	S0905	PERFORMANCE HEALTH				196.27	0.00	0.00	196.27	
Vendor#	Vendor Name		Class	Pay Code						
16160	PHELPS DUNBAR LLP									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
1398401		02/03/202	01/08/202	02/03/202			345.00	0.00	0.00	345.00
Professional Services Dec 2024										
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net	
	16160	PHELPS DUNBAR LLP				345.00	0.00	0.00	345.00	
Vendor#	Vendor Name		Class	Pay Code						
12708	POC ELECTRIC, LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
4275		02/03/202	01/29/202	02/01/202			350.04	0.00	0.00	350.04
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net	
	12708	POC ELECTRIC, LLC				350.04	0.00	0.00	350.04	
Vendor#	Vendor Name		Class	Pay Code						
10372	PRECISION DYNAMICS CORP (PDC)									

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 9357861775		01/14/202	12/12/202	02/14/202			7.14	0.00	0.00	7.14 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
10372 PRECISION DYNAMICS CORP (PDC)							7.14	0.00	0.00	7.14
Vendor#	Vendor Name	Class		Pay Code						
15196 ✓	PROVATION									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INVPM57110		01/15/202	01/01/202	01/01/202			1,961.14	0.00	0.00	1,961.14 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
15196 PROVATION							1,961.14	0.00	0.00	1,961.14
Vendor#	Vendor Name	Class		Pay Code						
14536 ✓	QUVA PHARMA INC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 76953198490A		02/06/202	01/20/202	02/06/202			218.04	0.00	0.00	218.04 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
14536 QUVA PHARMA INC							218.04	0.00	0.00	218.04
Vendor#	Vendor Name	Class		Pay Code						
11764 ✓	ROBERT RODRIQUEZ									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 020525A		02/06/202	02/05/202	02/06/202			110.00	0.00	0.00	110.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11764 ROBERT RODRIQUEZ							110.00	0.00	0.00	110.00
Vendor#	Vendor Name	Class		Pay Code						
10936 ✓	SIEMENS FINANCIAL SERVICES									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 56382500026902		02/05/202	01/30/202	02/19/202			1,333.33	0.00	0.00	1,333.33 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
10936 SIEMENS FINANCIAL SERVICES							1,333.33	0.00	0.00	1,333.33
Vendor#	Vendor Name	Class		Pay Code						
10699 ✓	SIGN AD, LTD.									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 309417		02/05/202	02/01/202	02/11/202			425.00	0.00	0.00	425.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
10699 SIGN AD, LTD.							425.00	0.00	0.00	425.00
Vendor#	Vendor Name	Class		Pay Code						
12472 ✓	SOMETHING MORE MEDIA, INC.									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2232		02/03/202	01/28/202	02/03/202			2,525.00	0.00	0.00	2,525.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
12472 SOMETHING MORE MEDIA, INC.							2,525.00	0.00	0.00	2,525.00
Vendor#	Vendor Name	Class		Pay Code						
12288 ✓	SPBS CLINICAL EQUIPMENT SRVC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV050000225		02/05/202	02/01/202	02/06/202			9,836.92	0.00	0.00	9,836.92 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
12288 SPBS CLINICAL EQUIPMENT SRVC							9,836.92	0.00	0.00	9,836.92
Vendor#	Vendor Name	Class		Pay Code						
10094 ✓	ST DAVIDS HEALTHCARE									

Advertising Lease Space 2/12 - 3/11/25

✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	MMCP202412		01/31/202	01/28/202	02/03/202			375.00	0.00	0.00	375.00	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	10094	ST DAVIDS HEALTHCARE						375.00	0.00	0.00	375.00	
Vendor#	Vendor Name					Class	Pay Code					
S3940	✓	STERIS CORPORATION				M						
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	13318190		02/04/202	01/17/202	02/11/202			236.93	0.00	0.00	236.93	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	S3940	STERIS CORPORATION						236.93	0.00	0.00	236.93	
Vendor#	Vendor Name					Class	Pay Code					
T1880	✓	TEXAS DEPARTMENT OF LICENSING				A/P						
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	10187235		02/03/202	01/16/202	02/15/202			140.00	0.00	0.00	140.00	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	T1880	TEXAS DEPARTMENT OF LICENSING						140.00	0.00	0.00	140.00	
Vendor#	Vendor Name					Class	Pay Code					
10765	✓	TEXAS HOSPITAL ASSOCIATION										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	0900179088		02/05/202	02/04/202	02/05/202			8,310.75	0.00	0.00	8,310.75	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	10765	TEXAS HOSPITAL ASSOCIATION						8,310.75	0.00	0.00	8,310.75	
Vendor#	Vendor Name					Class	Pay Code					
10758	✓	TEXAS SELECT STAFFING, LLC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	0024823		02/03/202	01/29/202	01/30/202			3,632.00	0.00	0.00	3,632.00	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	10758	TEXAS SELECT STAFFING, LLC						3,632.00	0.00	0.00	3,632.00	
Vendor#	Vendor Name					Class	Pay Code					
11908	✓	TMS SOUTH										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	INV146243		01/15/202	01/09/202	02/08/202			26.55	0.00	0.00	26.55	
✓	INV146121		01/15/202	01/09/202	02/14/202			376.72	0.00	0.00	376.72	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	11908	TMS SOUTH						403.27	0.00	0.00	403.27	
Vendor#	Vendor Name					Class	Pay Code					
C2510	✓	TRUBRIDGE				M						
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	1027897		01/29/202	01/24/202	02/18/202			121.00	0.00	0.00	121.00	
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	C2510	TRUBRIDGE						121.00	0.00	0.00	121.00	
Vendor#	Vendor Name					Class	Pay Code					
U1064	✓	UNIFIRST HOLDINGS INC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
	2921051685		01/27/202	01/20/202	02/14/202			46.64	0.00	0.00	46.64	
✓	2921051680		01/27/202	01/20/202	02/14/202			2,669.64	0.00	0.00	2,669.64	

✓	2921052051	01/27/202 01/23/202 02/17/202	162.14	0.00	0.00	162.14	✓
✓	2921052056	01/27/202 01/23/202 02/17/202	132.59	0.00	0.00	132.59	✓
✓	2921052047	01/27/202 01/23/202 02/17/202	376.75	0.00	0.00	376.75	✓
✓	2921052054	01/27/202 01/23/202 02/17/202	185.70	0.00	0.00	185.70	✓
✓	2921052036	01/27/202 01/23/202 02/17/202	2,320.84	0.00	0.00	2,320.84	✓
✓	2921052041	01/27/202 01/23/202 02/17/202	64.90	0.00	0.00	64.90	✓
✓	2921052022	01/27/202 01/23/202 02/17/202	118.69	0.00	0.00	118.69	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
U1084	UNIFIRST HOLDINGS INC	6,077.89	0.00	0.00	6,077.89

Vendor#	Vendor Name	Class	Pay Code							
12400	✓ UPDOX LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV00558179		02/05/202	01/31/202	02/05/202			1,344.51	0.00	0.00	1,344.51

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12400	UPDOX LLC	1,344.51	0.00	0.00	1,344.51

Vendor#	Vendor Name	Class	Pay Code							
11280	✓ VICTORIA ADVOCATE									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 0344625		02/05/202	01/31/202	02/05/202			28.60	0.00	0.00	28.60

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11280	VICTORIA ADVOCATE	28.60	0.00	0.00	28.60

Grand Totals:	Gross	Discount	No-Pay	Net
	333,633.14	0.00	0.00	~~333,633.14~~

APPROVED ON

FEB 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

333,633.14 +
900.00 -
332,733.14 0

Pg. 10 wrong remit to address

02/07/2025

10:10

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

0
ap_open_invoice.template

Vendor# Vendor Name

16156 ✓ RADCOM ASSOCIATES LLC

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV005026		02/03/202	10/31/202	11/30/202			900.00	0.00	0.00	900.00 ✓

Vendor Totals: Number Name

16156 RADCOM ASSOCIATES LLC

Gross	Discount	No-Pay	Net
900.00	0.00	0.00	900.00

Grand Totals:

Gross	Discount	No-Pay	Net
900.00	0.00	0.00	900.00

APPROVED ON

FEB 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

FEB 10 2025

MEMORIAL MEDICAL CENTER

02/10/2025

11:59

AP Open Invoice List

0

CALHOUN COUNTY, TEXAS

Due Dates Through: 02/20/2025

ap_open_invoice.template

Vendor# / Vendor Name

Class Pay Code

11024 ✓ REED, CLAYMON, MEEKER & HARGET

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 33138		01/27/202	01/23/202	02/20/202			5,950.00	0.00	0.00	5,950.00 ✓

NOV-DEC

Vendor Totals: Number Name

	Gross	Discount	No-Pay	Net
11024 REED, CLAYMON, MEEKER & HARGET	5,950.00	0.00	0.00	5,950.00

Report Summary

Grand Totals:

Gross	Discount	No-Pay	Net
5,950.00	0.00	0.00	5,950.00

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CALHOUN COUNTY, TEXAS

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COUNTY AUDITOR ON

02/10/2025
11:54

FEB 10 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 02/10/2025

0
ap_open_invoice.template

Vendor# Vendor Name
11183 FRONTIER

Class Pay Code

Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay
012325 02/10/202 01/23/202 02/10/202

Gross Discount No-Pay Net
66.07 0.00 0.00 66.07

Vendor Totals: Number Name
11183 FRONTIER

Gross Discount No-Pay Net
66.07 0.00 0.00 66.07

Report Summary

Grand Totals:

Gross
66.07

Discount
0.00

No-Pay
0.00

Net
66.07

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CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

FEB 10 2025

MEMORIAL MEDICAL CENTER

02/10/2025
11:20

AP Open Invoice List

0

Due Dates Through:

ap_open_invoice.template

Vendor# Vendor Name CALHOUN COUNTY, TEXAS

Class Pay Code

10554 ✓ REPUBLIC SERVICES #847

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1378904		02/10/202	01/26/202	02/10/202			2,397.32	0.00	0.00	2,397.32 ✓

Vendor Totals: Number Name

10554 REPUBLIC SERVICES #847

Gross	Discount	No-Pay	Net
2,397.32	0.00	0.00	2,397.32

Report Summary

Grand Totals:

Gross	Discount	No-Pay	Net
2,397.32	0.00	0.00	2,397.32

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02/10/2025

11:21

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through:

0
ap_open_invoice.template

Vendor# Vendor Name

15224 ✓ MUTUAL OF OMAHA

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 001828404367		02/10/202	01/26/202	02/01/202			24,435.16	0.00	0.00	24,435.16

Vendor Totals: Number Name

15224 MUTUAL OF OMAHA

Gross	Discount	No-Pay	Net
24,435.16	0.00	0.00	24,435.16

Report Summary

Grand Totals:

Gross	Discount	No-Pay	Net
24,435.16	0.00	0.00	24,435.16

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CALHOUN COUNTY, TEXAS

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FEB 10 2025

02/10/2025
11:42

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Transaction Dates Through: 02/20/2025

0
ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

S2001 ✓ SIEMENS MEDICAL SOLUTIONS INC

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 116671183		02/10/202	01/27/202	02/20/202			2,451.95	0.00	0.00	2,451.95 ✓
✓ 116670513		02/10/202	01/24/202	02/20/202			3,507.72	0.00	0.00	3,507.72 ✓

Vendor Totals: Number Name

S2001 SIEMENS MEDICAL SOLUTIONS INC

Gross	Discount	No-Pay	Net
5,959.67	0.00	0.00	5,959.67

Report Summary

Grand Totals:

Gross	Discount	No-Pay	Net
5,959.67	0.00	0.00	5,959.67

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BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

02/10/2025
11:56

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FEB 10 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 02/10/2025

0
ap_open_invoice.template

Vendor# Vendor Name

F1100 FEDERAL EXPRESS CORP
CALHOUN COUNTY, TEXAS

Class Pay Code

W

Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay

874180510 02/10/202 01/16/202 02/10/202

Gross Discount No-Pay Net
83.51 0.00 0.00 83.51

874892301 02/10/202 01/23/202 02/10/202

105.74 0.00 0.00 105.74

Vendor Totals: Number Name

F1100 FEDERAL EXPRESS CORP.

Gross Discount No-Pay Net
189.25 0.00 0.00 189.25

Report Summary

Grand Totals:

Gross

Discount

No-Pay

Net

189.25

0.00

0.00

189.25

APPROVED ON

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

McKESSON

STATEMENT

Company: 8000

MEMORIAL MEDICAL CENTER
AP
815 N VIRGINIA STREET
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 02/07/2025

Page: 002

To ensure proper credit to your
account, detach and return this
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DC: 8115
Customer INV SupplD:
Territory:

As of: 02/07/2025 Page: 002
Mail to: Comp: 8000

Customer: 632536
Date: 02/08/2025

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 02/08/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account 632536 Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotals: 8,020.09 USD

Future Due: 0.00

Past Due: 9.38-

Last Payment 2,451.97
08/07/2017

If Paid By 02/11/2025,
Pay This Amount:

7,859.52 USD

If Paid After 02/11/2025,
Pay this Amount:

8,020.09 USD

Due If Paid On Time:

USD

7,859.52

Disc lost if paid late:

160.57

Due If Paid Late:

USD

8,020.09

APPROVED ON

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

7,551.57 +
13.78 +
289.47 +
4.70 +
7,859.52 =

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 6000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 02/07/2025

Page: 001

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account, detach and return this
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DC: 8115
Customer INV SupplD:
Territory: 7001

As of: 02/07/2025 Page: 001
Mail to: Comp: 8000

Customer: 256342
Date: 02/08/2025

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 02/08/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 256342 WALMART 1098/MEM MED PHS											
02/03/2025	02/11/2025	7548931074	223699465	115Invoice	22.91	1,145.66		1,122.75	✓	7548931074	
02/03/2025	02/11/2025	7548931075	225920441	115Invoice	5.44	271.81		266.37	✓	7548931075	
02/04/2025	02/11/2025	7549206272	226100049	115Invoice	0.02	0.95		0.93	✓	7549206272	
02/05/2025	02/11/2025	7549487827	217873296	115Invoice	5.26	262.89		257.73	✓	7549487827	
02/05/2025	02/11/2025	7549487828	226186484	115Invoice	0.02	0.95		0.93	✓	7549487828	
02/05/2025	02/11/2025	7549487830	217598456	115Invoice		0.08		0.08	✓	7549487830	
02/05/2025	02/11/2025	7549487831	224036119	115Invoice	22.91	1,145.66		1,122.75	✓	7549487831	
02/05/2025	02/11/2025	7549487832	218124518	115Invoice	32.43	1,621.65		1,589.22	✓	7549487832	
02/05/2025	02/11/2025	7549487833	221885235	115Invoice	32.43	1,621.65		1,589.22	✓	7549487833	
02/05/2025	02/11/2025	7549487834	224886280	115Invoice	32.63	1,631.74		1,599.11	✓	7549487834	
02/07/2025	02/11/2025	7549995937	226476798	115Invoice	0.01	0.63		0.62	✓	7549995937	
02/07/2025	02/11/2025	7549995938	219304373	115Invoice	0.03	1.27		1.24	✓	7549995938	
02/07/2025	02/11/2025	7549995939	222133252	115Invoice	0.01	0.63		0.62	✓	7549995939	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 256342 WALMART 1098/MEM MED PHS

Subtotals: 7,705.67 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 02/03/2025 2,751.69

If Paid By 02/11/2025,
Pay This Amount:

7,551.57 USD

If Paid After 02/11/2025,
Pay this Amount:

7,705.67 USD

Due If Paid On Time:

USD 7,551.57

Disc lost if paid late:

154.10

Due If Paid Late:

USD 7,705.67

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FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

Company: 8000

HEB PHCY WHSE/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 02/07/2025

Page: 001

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DC: 8115
Customer INV SupplID:
Territory: 7001

Customer: 820405
Date: 02/08/2025

As of: 02/07/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405 PLEASE CHECK ANY
Date: 02/08/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 820405 HEB PHCY WHSE/MEM MED PHS											
02/06/2025	02/11/2025	7549558007	82502-055-189548	115Invoice	0.28	14.06		13.78	✓	7549558007	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 820405 HEB PHCY WHSE/MEM MED PHS

Subtotal: 14.06 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 2,751.89
02/03/2025

If Paid By 02/11/2025,
Pay This Amount:

13.78 USD

If Paid After 02/11/2025,
Pay this Amount:

14.06 USD

Due If Paid On Time:
USD 13.78
Disc lost if paid late:
0.28
Due If Paid Late:
USD 14.06

APPROVED ON

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

CVS PHCY 8923/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 02/07/2025

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer (INV SupplID):
Territory: 7001

Customer: 835434
Date: 02/08/2025

As of: 02/07/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835434 PLEASE CHECK ANY
Date: 02/08/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835434	CVS PHCY 8923/MEM MC PHS										
02/05/2025	02/11/2025	7549390314	3859484	115Invoice	5.91	295.38		289.47	✓	7549390314	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835434 CVS PHCY 8923/MEM MC PHS

Subtotals: 295.38 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 2,751.69
02/13/2025

If Paid By 02/11/2025,
Pay This Amount:

289.47 USD

If Paid After 02/11/2025,
Pay this Amount:

295.38 USD

Due if Paid On Time:

USD 289.47

Disc lost if paid late:

5.91

Due if Paid Late:

USD 295.38

APPROVED ON

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

Company: 8000

CVS PHCY 7416/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 02/07/2025

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: B115
Customer INV SupplID:
Territory: 7001

Customer: 835437
Date: 02/08/2025

As of: 02/07/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835437 PLEASE CHECK ANY
Date: 02/08/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835437 CVS PHCY 7416/MEM MC PHS											
02/04/2025	02/04/2025	7549306284	MFC PR CORR CR	Pricing Cor		9.38	P	9.38	P	7549306284	
02/04/2025	02/11/2025	7549306285	MFC PR CORR IN	Pricing Cor	0.16	8.18		8.02		7549306285	
02/05/2025	02/11/2025	7549511717	3857836	115Invoice	0.12	6.18		6.06		7549511717	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835437 CVS PHCY 7416/MEM MC PHS

Subtotal: 4.98 USD

Future Due: 0.00

Past Due: 9.38-

Last Payment 2,751.69
02/03/2025

If Paid By 02/11/2025,
Pay This Amount:

4.70 USD

If Paid After 02/11/2025,
Pay this Amount:

4.98 USD

Due If Paid On Time:

USD 4.70

Disc lost if paid late:

0.28

Due If Paid Late:

USD 4.98

APPROVED ON

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: 69137577
Date: 02-07-2025

1 of 1

Served By: AMERISOURCEBERGEN DRUG CORP 12727 W. AIRPORT BLVD. SUGAR LAND TX 77478-6101 DEA: RA0289276 866-451-9655	Customer: WALGREENS #12494 340B MEMORIAL MEDICAL CENTER 1302 N VIRGINIA ST PORT LAVACA TX 77979-2509	Customer Number 100135284 / 037028186
		Terms Sat - Fri Due In 7 days
		Summary Not Yet Due: 0.00 Current: 4,762.90 Past Due: 0.00 Total Due: 4,762.90 Account Balance: 4,762.90
Remit To: AMERISOURCEBERGEN PO Box 905223 CHARLOTTE NC 28290-5223		

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
02-03-2025	02-14-2025	3204678836	7008832712	Invoice	438.43		0.00	438.43
02-03-2025	02-14-2025	3204678837	7008842482	Invoice	1,421.17		0.00	1,421.17
02-04-2025	02-14-2025	3204847426	7008856257	Invoice	1,717.32		0.00	1,717.32
02-05-2025	02-14-2025	3204995695	7008866727	Invoice	75.82		0.00	75.82
02-05-2025	02-14-2025	3204995696	7008866727	Invoice	197.55		0.00	197.55
02-06-2025	02-14-2025	3205143148	7008875078	Invoice	902.53		0.00	902.53
02-07-2025	02-14-2025	3205301883	7008883506	Invoice	10.08		0.00	10.08

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
4,762.90	0.00	0.00	0.00	0.00	0.00	0.00

APPROVED ON

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Thank You for Your Payment

Date	Amount
02-07-2025	(4,336.12)

Reminders

Due Date	Amount
02-14-2025	4,762.90
Total Due:	4,762.90

M&L 2/10/25



STATEMENT

Statement Number: 69155482
Date: 02-07-2025

1 of 1

Served By: AMERISOURCEBERGEN DRUG CORP 501 PATRIOT PARKWAY ROANOKE TX 76262-6336 DEA: RA0316958 866-451-9655	Customer: WALGREENS CENTRAL FILL #21373 340B MEMORIAL MEDICAL CENTER 4100 DALE EARNHARDT WAY 200 NORTHLAKE TX 76262-2389	Customer Number 100566356 / 100566356
		Terms Sat - Fri Due in 7 days
		Summary Not Yet Due: 0.00 Current: 2,008.34 Past Due: 0.00 Total Due: 2,008.34 Account Balance: 2,008.34
Remit To: AMERISOURCEBERGEN PO Box 978740 DALLAS TX 75397-8740		

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
02-03-2025	02-14-2025	3204658410	7008842445	Invoice	7.54		0.00	7.54
02-03-2025	02-14-2025	3204732445	7008856655	Invoice	1,989.90		0.00	1,989.90
02-04-2025	02-14-2025	3204897651	7008866484	Invoice	2.57		0.00	2.57
02-04-2025	02-14-2025	363097246	7008588523	Invoice	(3.87)		0.00	(3.87)
02-04-2025	02-14-2025	363097247	7008588523	Invoice	2.89		0.00	2.89
02-05-2025	02-14-2025	3205196951	7008855861	Invoice	5.03		0.00	5.03
02-07-2025	02-14-2025	3205345874	7008891791	Invoice	4.28		0.00	4.28

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
2,008.34	0.00	0.00	0.00	0.00	0.00	0.00

APPROVED ON

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Reminders

Due Date	Amount
02-14-2025	2,008.34
Total Due:	2,008.34

✓ WSC 2/10/25

TOLL FREE PHONE NUMBER: 1-800-555-3453

(EFTPS TUTORIAL SYSTEM: 1-800-572-8683)

☐ "ENTER 9-DIGIT TAXPAYER IDENTIFICATION NUMBER"	#### ENTER: ###
☐ "ENTER YOUR 4-DIGIT PIN"	
☐ "MAKE A PAYMENT, PRESS 1"	1
☐ "ENTER THE TAX TYPE NUMBER FOLLOWED BY THE # SIGN"	★ 941 #
☐ "IF FEDERAL TAX DEPOSIT ENTER 1"	1
☐ "ENTER 2-DIGIT TAX FILING YEAR"	★ 24
☐ "ENTER 2-DIGIT TAX FILING ENDING MONTH"	★ 03
1ST QTR - 03 (MARCH) - Jan, Feb, Mar 2ND QTR - 06 (JUNE) - Apr, May, June 3RD QTR - 09 (SEPTEMBER) - July, Aug, Sept 4TH QTR - 12 (DECEMBER) - Oct, Nov, Dec	
☐ "ENTER AMOUNT OF TAX DEPOSIT - FOLLOWED BY # SIGN"	★ \$ 118,492.43 #
"1 TO CONFIRM"	1
"ENTER W/CENTS AMOUNT OF SOCIAL SECURITY"	0 \$ 62,810.50 #
"ENTER W/CENTS AMOUNT OF MEDICARE"	\$ 14,689.62 #
"ENTER W/CENTS AMOUNT OF FEDERAL WITHHOLDING"	\$ 40,992.31 #
☐ "6-DIGIT SETTLEMENT DATE"	★
"1 TO CONFIRM"	1
☐ ACKNOWLEDGEMENT NUMBER	

CALLED IN BY:
CALLED IN DATE:
CALLED IN TIME:

941 REC/TAX DEPOSIT FOR MMC PAYROLL

REVISED 3/18/2014

ENTER VOID CKS AS NEGATIVE NUMBERS

PAY PERIOD: BEGIN	1/24/2025	VOIDED CK (1)	VOIDED CK (2)	ADDITIONAL CK (1)	ADDITIONAL CK (1)	TOTALS
PAY PERIOD: END	2/6/2025					
PAY DATE:	2/16/2025					
GROSS PAY:	\$ 543,243.30					\$ 543,243.30
DEDUCTIONS:						
A/R	\$ 265.00					\$ 265.00
ADVANC						\$ -
BOOTS						\$ -
MUTUAL CRITICAL ILLNESS						\$ -
MUTUAL ACCIDENT						\$ -
IRS TAX						\$ -
MUTUAL SHORT TERM DIS						\$ -
MUTUAL VISION	\$ 828.24					\$ 828.24
CAFÉ-D	\$ 1,273.86					\$ 1,273.86
CAFÉ-H	\$ 29,175.95					\$ 29,175.95
	\$ -					\$ -
CAFÉ-P						\$ -
CANCER						\$ -
CHILD	\$ 570.69					\$ 570.69
CLINIC	\$ 125.00					\$ 125.00
COMBIN	\$ 250.86					\$ 250.86
CREDUN	\$ -					\$ -
DENTAL	\$ -					\$ -
DEP-LF						\$ -
MUTUAL TERM LIFE	\$ 1,239.82					\$ 1,239.82
MUTUAL HOSP INDEM	\$ 563.50					\$ 563.50
FED TAX	\$ 40,992.31					\$ 40,992.31
FICA-M	\$ 7,344.81					\$ 7,344.81
FICA-O	\$ 31,405.25					\$ 31,405.25
FICA-M ADDITIONAL						\$ -
FIRST C						\$ -
FLEX S	\$ 4,533.62					\$ 4,533.62
FLX-FE	\$ -					\$ -
GIFT S	\$ 181.66					\$ 181.66
MUTUAL CRITICAL ILLNESS	\$ 905.36					\$ 905.36
MUTUAL ACCIDENT	\$ 648.38					\$ 648.38
MUTUAL SHORT TERM DIS	\$ 1,778.17					\$ 1,778.17
LEGAL	\$ 1,038.40					\$ 1,038.40
OTHER	\$ 4,895.43					\$ 4,895.43
NATIONAL FARM LIFE	\$ 1,256.63					\$ 1,256.63
MED SURCHARGE						\$ -
Blank						\$ -
RELAY						\$ -
REPAY						\$ -
STONEDF	\$ 895.00					\$ 895.00
STONE						\$ -
STONE 2						\$ -
STUDEN						\$ -
TSA-R	\$ 37,077.32					\$ 37,077.32
UW/HQS	\$ -					\$ -
TOTAL DEDUCTIONS:	\$ 167,245.26	\$ -	\$ -	\$ -	\$ -	\$ 167,245.26
NET PAY:	\$ 375,998.04	\$ -	\$ -	\$ -	\$ -	\$ 375,998.04
TOTAL CAFÉ 125 PLAN:	\$ 36,706.67					
TAXABLE PAY:	\$ 506,636.63	\$ 506,636.63				

	"CALCULATED"	From MMC Report	Difference
FICA - MED (ER)	1.45% \$ 7,344.78		
FICA - MED (EE)	1.45% \$ 7,344.78	\$ 7,344.81	\$ (0.03)
FICA - SOC SEC (ER)	6.20% \$ 31,405.27		
FICA - SOC SEC (EE)	6.20% \$ 31,405.27	\$ 31,405.25	\$ 0.02
FED WITHHOLDING	\$ 40,992.31	\$ 40,992.31	

TAX DEPOSIT:	\$ 118,492.41	\$ 118,492.43
FICA - MEDICARE	2.80% \$ 14,689.56	\$ 14,689.62
FICA - SOCIAL SECURITY	12.40% \$ 62,810.54	\$ 62,810.50
FED WITHHOLDING	\$ 40,992.31	\$ 40,992.31
TOTAL TAX:	\$ 118,492.41	\$ 118,492.43

Employees over FICA-SS Cap:

Exempt Amt:

Paycode S - Employee Reimb.:

TOTAL: \$ -

PREPARED BY:
PREPARED DATE:Sariah Rubio
2/10/2025

Run Date: 02/10/25
Time: 09:03

MEMORIAL MEDICAL CENTER
Payroll Register (Bi-Weekly)
Pay Period 01/24/25 - 02/06/25 Run# 1

Page 110
P2REG

Final Summary

Pay Code Summary										Deductions Summary									
PayCd	Description	Hrs	OT	SH	WE	HO	CB	Gross	Code	Amount									
1	REGULAR PAY-S1	10030.00	N		N	N		236855.97	A/R	265.00	A/R2		A/R3						
1	REGULAR PAY-S1	1821.50	N		N	N	N	90680.25	ADVANC		AWARDS		BCBSVI						
1	REGULAR PAY-S1	340.00	Y		N	N		13143.53	BCOTS		CAFE H		CAFE-1						
1	REGULAR PAY-S1	52.00	Y		N	N	N	3331.38	CAFE-2		CAFE-3		CAFE-4						
2	REGULAR PAY-S2	2619.25	N		N	N		72548.86	CAFE-5		CAFE-6		CAFE-D	1273.86					
2	REGULAR PAY-S2	104.50	Y		N	N		4976.25	CAFE-F		CAFE-H	29175.95	CAFE-I						
3	REGULAR PAY-S3	1589.00	N		N	N		54722.40	CAFE-L		CAFE-P		CANCER						
3	REGULAR PAY-S3	134.25	Y		N	N		6065.27	CHILD	570.69	CLINIC	125.00	COMBIN	250.86					
4	CALL BACK PAY	7.00	N	1	N	N	Y	342.89	CREDON		DD ADV		DENTAL						
4	CALL BACK PAY	6.00	N	2	N	N	Y	256.56	DZP-LF		DIS-LF		EAT						
C	CALL PAY	2252.75	N	1	N	N		4505.50	EATCSH		FEDTAX	40992.31	FICA-V	7344.81					
D	DOUBLE TIME	28.25	N	1	N	N		2307.48	FICA-O	31405.25	FIRSTC		FLEX S	4021.62					
D	DOUBLE TIME	33.75	N	2	N	N		2699.66	FLX FE		FORT D		FUTA						
D	DOUBLE TIME	30.75	N	3	N	N		2381.66	GIFT S	161.66	GRANT		GRP-IN						
D	DOUBLE TIME	5.00	Y	1	N	N		629.63	GTL		HOSP-I		HSA	512.00					
D	DOUBLE TIME	11.75	Y	2	N	N		1522.60	ID TPT		IRSTAX		LEAF						
D	DOUBLE TIME	6.25	Y	3	N	N		1030.59	LEGAL	241.90	MASA	796.50	MEALS	3585.23					
E	EXTRA WAGES		N	1	N	N	N	2302.75	NETVIS		MISC		MISC/						
F	FUNERAL LEAVE	24.00	N	1	N	N		1101.84	MMCSHR		MOOACC	648.38	MOOILL	905.36					
K	EXTENDED-ILLNESS-BANK	432.00	N	1	N	N		13946.63	MOOIND	563.50	MOOLIF	1239.82	MOOSTD	1778.17					
P	PAID-TIME-OFF	12.00	N		N	N	N	166.92	MOOVIS	828.24	MATMCL	1256.63	OTHER						
P	PAID-TIME-OFF	926.00	N	1	N	N		24928.00	PHI		PHI***		PR FIN						
X	CALL PAY 2	152.00	N	1	N	N		304.08	RELAY		REPAY		SAMS						
Y	YMCA/CURVES		Y		N	N	N	60.00	SCRUBS		SIGNON		ST-TX						
Z	CALL PAY 3	96.00	N	1	N	N		288.00	STONDF	895.00	STONE		STONE2						
t	PHONE & DATA		N		N	N	N	1755.00	STUDEN		SUNACC		SUNILL						
									SUNIND		SUNLEF		SUNSTD						
									SUNVIS		SURCHG		TSA-1						
									TSA-2		TSA-C		TSA-P						
									TSA-R	37077.32	UTION		UNIPOR	1310.14					
									UM/HOS										
Grand Totals: 20716.00										(Gross: 543243.30	Deductions: 167245.26		Net: 375998.04						
Checks Count:- FT 202 PT 13 Other 43 Female 231 Male 26 Credit										OverAmt 16 ZeroNet		Term		Total: 257					

Memorial Medical Center
Transfer Request

Amount: 5,848.75

Date: 2/10/2025

From Account: Operating

APPROVED ON

To Account: US BANK

FEB 10 2025

FSA/HRA/DC ACCT#

ROUTING#

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Explanation:

Invoices: 7238723, 7268771, 7279591, 7302955, 7332117, 7358845, 7408804, CM216283

Requested by: Caitlin Clevenger

Date: 2/10/2025

Authorized by: WBL

Date: 2/10/25

NSL

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

pay
pros

34.52	+
317.10	+
143.13	+
4.87	+
499.62	0

Amount			
34.52		499.62	
4,338.12 *			
-317.10			
49,775.00 *	Form S	181.77	+
143.13	print	45.64	+
~~189.77~~		75.67	+
456.64	leave	32.45	+
~~49.67~~	for	335.53	
155,119.00 *			
4.87			
2,751.69 *			
27.10			
319.38	Auth	27.10	+
19.95	net	27.10	+
162.59			
9.95			
<u>150.11</u>		319.38	+
134,045.46 *	Dis.	19.95	+
		339.33	+
<u>347,553.40</u>			

February 10, 2025

PROSPERITY BANK

ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT - ESTIMATED ACHS X-1

* Approved on 2.5.25
* Approved on 1.22.25
* Approved on 1.29.25

Amount	
	150.11 +
	150.11 0
0.00	
	499.62 +
	335.53 ÷
	27.10 +
	339.33 +
	172.54 +
	150.11 ÷
	1,524.23 0

Plan	Start Date	Benefit	EE Per Pay Cost	ER Per Pay Cost
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	2/1/2025	Health Savings Account	\$5.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$30.00	\$25.00
2025 Heath Equity Health Savings Account	2/1/2025	Health Savings Account	\$5.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$137.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$25.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$50.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$50.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$25.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$175.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$50.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	Health Savings Account	\$10.00	\$25.00
			\$562.00	\$550.00
	Total		\$1,112.00	

Memorial Medical Center
Transfer Request

Amount: 500,000.00

Date: 2/10/2025

From Account: Nexbank Money Market

To Account: Operating

APPROVED ON

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Explanation:

TRANSFER FUNDS FROM PROSPERITY MONEY MARKET TO PROSPERITY OPERATING

Requested by: Caitlin Clevenger

Date: 2/10/2025

Authorized by: Nichelle Ambler

Date: 2/10/25

RECEIVED BY THE
COUNTY AUDITOR ON

02/06/2025
12:04

FEB 06 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

ap_open_invoice.template

Due Dates Through: 02/21/2025

Vendor# Vendor Name CALHOUN COUNTY, TEXAS

Class Pay Code

11824 THE CRESCENT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 013025		01/31/202	01/30/202	02/21/202			2,400.00	0.00	0.00	2,400.00 ✓
✓ 020525	ins. pmt deb. into mmc opt. in error	02/06/202	02/05/202	02/21/202			204.00	0.00	0.00	204.00 ✓

Vendor Totals: Number Name
11824 THE CRESCENT

Gross	Discount	No-Pay	Net
2,604.00	0.00	0.00	2,604.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,604.00	0.00	0.00	2,604.00

APPROVED ON

FEB 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

02/06/2025
12:05

FEB 06 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 02/21/2025

0
ap_open_invoice.template

Vendor# 11836 Vendor Name CALHOUN COUNTY, TEXAS

Class Pay Code

11836 GOLDENCREEK HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 012825		01/31/202	01/28/202	02/06/202			4,386.70	0.00	0.00	4,386.70 ✓
✓ 012825A	ins. pmt dep. into mmc opt. in error	01/31/202	01/28/202	02/21/202			5,357.70	0.00	0.00	5,357.70 ✓
✓ 012925A		01/31/202	01/29/202	02/06/202			406.07	0.00	0.00	406.07 ✓
✓ 012925		01/31/202	01/29/202	02/21/202			2,531.16	0.00	0.00	2,531.16 ✓
✓ 012925B		01/31/202	01/29/202	02/21/202			1,867.60	0.00	0.00	1,867.60 ✓
✓ 013025		01/31/202	01/30/202	02/06/202			1,428.00	0.00	0.00	1,428.00 ✓
✓ 013125		01/31/202	01/31/202	02/21/202			3,428.45	0.00	0.00	3,428.45 ✓
✓ 020525A		02/06/202	02/05/202	02/21/202			100.30	0.00	0.00	100.30 ✓
✓ 020525		02/06/202	02/05/202	02/21/202			61.52	0.00	0.00	61.52 ✓

Vendor Totals: Number Name

11836 GOLDENCREEK HEALTHCARE

Gross Discount No-Pay Net
19,567.50 0.00 0.00 19,567.50

Grand Totals:

APPROVED ON

Gross
19,567.50

Discount
0.00

No-Pay
0.00

Net
19,567.50

FEB 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

02/06/2025
12:04

FEB 06 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 02/21/2025

0
ap_open_invoice.template

Vendor# Vendor Name CALHOUN COUNTY, TEXAS

Class Pay Code

13004 ✓ TUSCANY VILLAGE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 012825		01/31/202	01/28/202	02/21/202			14,400.00	0.00	0.00	14,400.00 ✓
✓ 012825A	ins. pmt Dep. into mmc acc. in error	01/31/202	01/28/202	02/21/202			20,505.00	0.00	0.00	20,505.00 ✓
✓ 013025		01/31/202	01/30/202	02/21/202			3,672.00	0.00	0.00	3,672.00 ✓
✓ 020425		02/06/202	02/04/202	02/21/202			3,030.00	0.00	0.00	3,030.00 ✓

Vendor Totals: Number Name
13004 TUSCANY VILLAGE

Gross	Discount	No-Pay	Net
41,607.00	0.00	0.00	41,607.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	41,607.00	0.00	0.00	41,607.00

APPROVED ON

FEB 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

02/06/2025
12:04

FEB 06 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 02/21/2025

0
ap_open_invoice.template

Vendor# Vendor Name CALHOUN COUNTY, TEXAS

Class Pay Code

12792 ✓ BETHANY SENIOR LIVING

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 012825		01/31/202	01/28/202	02/21/202			10,851.28	0.00	0.00	10,851.28 ✓
✓ 013125	ins. amt. dep. into mmc acct. in error	01/31/202	01/31/202	02/21/202			937.91	0.00	0.00	937.91 ✓
✓ 020325A		02/06/202	02/03/202	02/21/202			294.95	0.00	0.00	294.95 ✓
✓ 020325		02/06/202	02/03/202	02/21/202			4,153.82	0.00	0.00	4,153.82 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12792	BETHANY SENIOR LIVING	16,237.96	0.00	0.00	16,237.96

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
APPROVED ON	16,237.96	0.00	0.00	16,237.96

FEB 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

02/06/2025
12:06

FEB 06 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 02/21/2025

0
ap_open_invoice.template

Vendor# Vendor Name
11088 CANTEX HEALTH CARE CENTERS LLC

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 020425		02/06/202	02/04/202	02/21/202			8,499.22	0.00	0.00	8,499.22 ✓
✓ 020525A	ins. pmt. Dep. into mmc opt. in error	02/06/202	02/05/202	02/06/202			7,491.79	0.00	0.00	7,491.79 ✓
✓ 020525		02/06/202	02/05/202	02/21/202			18,920.25	0.00	0.00	18,920.25 ✓

Vendor Totals: Number Name

11088 CANTEX HEALTH CARE CENTERS LLC

Gross	Discount	No-Pay	Net
34,911.26	0.00	0.00	34,911.26

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	34,911.26	0.00	0.00	34,911.26

APPROVED ON

FEB 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Context Transfer
Prosperity Accounts
2/10/2025

Account Number	Previous Beginning Balance	Transfer Out	ACH Transfer In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
██████████	38,027.00	27,927.00	18,276.96		38,476.96	38,476.96
					Bank Balance Variance	
					Leave in Balance	100.00

Reaping Information for Ashford Gardens

Ashford Health Care Center Ltd Co
JP Morgan Chase Bank

██████████	66,502.46	88,502.46	61,777.95		Adjust Balance/Transfer Amt	38,976.96	
					Bank Balance	61,877.95	60,109.55
					Bank Balance Variance		
					Leave in Balance	100.00	
					QPPP Y7 ADI1	1,668.40	

██████████	342,342.54	342,242.54	205,013.21		Adjust Balance/Transfer Amt	80,109.55	
					Bank Balance	205,113.21	191,543.16
					Bank Balance Variance		
					Leave in Balance	100.00	
					QPPP Y7 ADI1	1,970.05	
					Claim Payment owed to Tuscany	2,505.00	
					Claim Payment owed to Tuscany	9,600.00	

██████████	4,224.76	4,124.76	27,816.39		Adjust Balance/Transfer Amt	181,842.16	
					Bank Balance	27,916.39	26,278.06
					Bank Balance Variance		
					Leave in Balance	100.00	
					QPPP Y7 ADI1	1,534.33	

██████████	112,746.17	232,848.17	47,573.15		Adjust Balance/Transfer Amt	24,178.86	
					Bank Balance	47,673.15	46,060.63
					Bank Balance Variance		
					Leave in Balance	100.00	
					QPPP Y7 ADI1	1,512.52	

38,376.96 +
60,109.55 +
191,543.16 +
26,278.06 +
46,060.63 +
362,368.36 0

Visit Nursing Home / For Cash / Insurance

APPROVED ON

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Adjust Balance/Transfer Amt 46,060.63

TOTAL TRANSFERS 362,368.36

Approved: *msc*
Michelle Cumberland, Controller

2/10/2025

Note: Only amounts of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$1,000 that NMHC deposited to an open account.

2/7/2025 NOVITAS SOLUTION HCCLAIMPMT 675223 420000123
2/5/2025 WIRE OUT ASHFORD HEALTH CARE CENTER LTD
2/5/2025 HNB - ECHO HCCLAIMPMT 746003411 44000010854
2/3/2025 HNB - ECHO HCCLAIMPMT 746003411 44000019067

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	13,679.56						13,679.56
37,937.08							
	11,260.01						11,260.01
	13,437.39						13,437.39
37,937.08	38,376.96						38,376.96

2/7/2025 HNB - ECHO HCCLAIMPMT 746003411 440000192703
2/7/2025 MOUNTAIN HEALTHCARE MOUNTAIN HEALTHCARE 42000015
2/5/2025 WIRE OUT CANTER HEALTH CARE CENTERS III
2/5/2025 HNB - ECHO HCCLAIMPMT 746003411 440000108537
2/5/2025 HNB - ECHO HCCLAIMPMT 746003411 440000108537
2/5/2025 HNB - ECHO HCCLAIMPMT 746003411 44000010854
2/4/2025 HNB - ECHO HCCLAIMPMT 746003411 44000019994
2/3/2025 HNB - ECHO HCCLAIMPMT 746003411 44000019067

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	14,353.56						14,353.56
	3,368.96	939.60	276.08	413.28	1,737.98	1,668.40	1,700.54
88,502.46							
	22,021.34						22,021.34
	2,017.05						2,017.05
	3,682.18						3,682.18
	5,940.92						5,940.92
	10,393.96						10,393.96
88,502.46	61,777.95	939.60	276.08	413.28	1,737.98	1,668.40	60,109.55

2/7/2025 NOVITAS SOLUTION HCCLAIMPMT 676223 420000123
2/7/2025 MOUNTAIN HEALTHCARE MOUNTAIN HEALTHCARE 42000015
2/6/2025 HNB - ECHO HCCLAIMPMT 746003411 44000010854
2/6/2025 NOVITAS SOLUTION HCCLAIMPMT 676223 420000105
2/5/2025 WIRE OUT CANTER HEALTH CARE CENTERS III
2/5/2025 HNB - ECHO HCCLAIMPMT 746003411 440000108537
2/5/2025 HNB - ECHO HCCLAIMPMT 746003411 44000010854
2/5/2025 DEVOTED HEALTH P HCCLAIMPMT 2100001296532
2/5/2025 DEVOTED HEALTH P HCCLAIMPMT 2100001296530
2/4/2025 NOVITAS SOLUTION HCCLAIMPMT 676223 420000165
2/3/2025 HNB - ECHO HCCLAIMPMT 746003411 440000191178
2/3/2025 HNB - ECHO HCCLAIMPMT 746003411 44000019067
2/3/2025 DEVOTED HEALTH P HCCLAIMPMT 210000129725464
2/3/2025 NOVITAS SOLUTION HCCLAIMPMT 676223 420000160

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2, 3 & 4	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	23,834.03						23,834.03
	2,932.00	700.64	206.48	308.56	1,716.34	1,370.05	1,362.97
	7,233.14						7,233.14
	1,488.52						1,488.52
342,243.54							
	53,406.73						53,406.73
	8,440.80						8,440.80
	1,300.00						1,300.00
	6,400.00						6,400.00
	42,378.00						42,378.00
	11,114.33						11,114.33
	4,910.40						4,910.40
	7,200.00						7,200.00
	34,475.24						34,475.24
342,243.54	205,913.11	700.64	206.48	308.56	1,716.34	1,370.05	205,943.16

2/7/2025 NOVITAS SOLUTION HCCLAIMPMT 675663 420000123
2/7/2025 MOUNTAIN HEALTHCARE MOUNTAIN HEALTHCARE 42000015
2/7/2025 AARP Supplemental HCCLAIMPMT 746003411 124384
2/5/2025 WIRE OUT CANTER HEALTH CARE CENTERS III
2/4/2025 NOVITAS SOLUTION HCCLAIMPMT 675663 420000165

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2, 3 & 4	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	5,588.84						5,588.84
	8,278.00	793.64	234.32	350.32	1,898.32	1,538.33	1,738.07
	389.37						389.37
4,124.76							
	18,561.78						18,561.78
4,124.76	27,816.39	793.64	234.32	350.32	1,898.32	1,538.33	26,278.06

2/7/2025 MOUNTAIN HEALTHCARE MOUNTAIN HEALTHCARE 42000015
2/6/2025 MOUNTAIN HEALTHCARE MOUNTAIN HEALTHCARE 42000015
2/6/2025 HNB - ECHO HCCLAIMPMT 746003411 44000010854
2/6/2025 NOVITAS SOLUTION HCCLAIMPMT 676110 420000105
2/5/2025 WIRE OUT CANTER HEALTH CARE CENTERS III
2/5/2025 HNB - ECHO HCCLAIMPMT 746003411 44000010854
2/5/2025 NOVITAS SOLUTION HCCLAIMPMT 676223 420000160

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2, 3 & 4	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	3,246.16	760.96	222.72	324.80	1,957.68	1,532.52	1,752.64
	10,086.98						10,086.98
	5,296.95						5,296.95
	18,357.44						18,357.44
232,646.17							
	611.22						611.22
	9,956.40						9,956.40
232,646.17	47,578.15	760.96	222.72	324.80	1,957.68	1,532.52	46,060.63
		380,357.66	3,194.64	939.60	1,398.96	7,310.32	374,468.26

TOTALS

Balances Overview

Account Name

*4357 MEMORIAL MEDICAL - OPERATING	\$1,698,760.93		\$1,659,224.45	\$1,698,760.93	\$1,706,727.37
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$38,476.96	✓	\$38,476.96	\$38,476.96	\$24,797.40
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$61,877.95	✓	\$61,877.95	\$61,877.95	\$44,155.45
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$205,113.21	✓	\$209,533.46	\$205,113.21	\$178,347.16
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$47,673.15	✓	\$93,958.30	\$47,673.15	\$44,406.99
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$27,916.39	✓	\$27,916.39	\$27,916.39	\$18,661.78
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$148,337.55		\$148,465.20	\$148,337.55	\$43,217.43
*4551 CAL CO INDIGENT HEALTHCARE	\$9,660.86		\$9,660.86	\$9,660.86	\$5,502.88
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$100.00		\$100.00	\$100.00	\$100.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$110.77		\$110.77	\$110.77	\$110.77
*5506 MMC -NH BETHANY SENIOR LIVING	\$52,570.92		\$52,570.92	\$52,570.92	\$52,405.53
*3407 MMC -NH TUSCANY VILLAGE	\$125,830.68		\$135,234.74	\$125,830.68	\$56,185.36
*2998 MMC -MONEY MARKET FUND	\$263,786.57		\$263,786.57	\$263,786.57	\$263,786.57
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$39.73		\$39.73	\$39.73	\$39.73
Total Balance	\$2,680,255.67		\$2,700,956.30	\$2,680,255.67	\$2,438,444.42



2/7/2025 Deposit
2/7/2025 TSYS/TRANSFIRST CR CD DEP 54368455876917 43
2/7/2025 GOLDENCREEKHEALT MERC DEP 1220336 9100001820
2/7/2025 Am Health TX PAYMENT 21531 84307030010283
2/6/2025 TSYS/TRANSFIRST CR CD DEP 54368455876917 43
2/5/2025 WIRE OUT NEXION HEALTH d/b/a GOLDEN CREEK HC
2/4/2025 TSYS/TRANSFIRST CR CD DEP 54368455876917 43
2/4/2025 GOLDENCREEKHEALT MERC DEP 1220336 9100001801
2/4/2025 GOLDENCREEKHEALT MERC DEP 1220336 9100001801
2/4/2025 HEALTH HUMAN SVC HCLAIMPMT 17460034115011 2
2/3/2025 TSYS/TRANSFIRST CR CD DEP 54368455876917 43
2/3/2025 TSYS/TRANSFIRST CR CD DEP 54368455876917 43
2/3/2025 GOLDENCREEKHEALT MERC DEP 1220336 9100001358

MMC PORTION							NH PORTION
Transfer Out	Transfer In	QPPP/Comp1	QPPP/Comp 2	QPPP/Comp3	QPPP/Comp4 &Lapse	QPPP TI	
-	80,080.12	-	-	-	-	-	80,080.12
-	7,420.00	-	-	-	-	-	7,420.00
-	4,620.00	-	-	-	-	-	4,620.00
-	13,000.00	-	-	-	-	-	13,000.00
-	3,182.13	-	-	-	-	-	3,182.13
9,124.39	-	-	-	-	-	-	-
-	158.00	-	-	-	-	-	158.00
-	3,201.00	-	-	-	-	-	3,201.00
-	6,116.57	-	-	-	-	-	6,116.57
-	74,076.39	-	-	-	-	-	74,076.39
-	100.00	-	-	-	-	-	100.00
-	4,620.00	-	-	-	-	-	4,620.00
-	73.37	-	-	-	-	-	73.37
-	1,431.90	-	-	-	-	-	1,431.90
9,124.39	148,078.58	-	-	-	-	-	148,078.58

Balances Overview

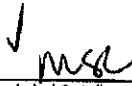
Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,698,760.93	\$1,659,224.45	\$1,698,760.93	\$1,706,727.37
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$38,476.96	\$38,476.96	\$38,476.96	\$24,797.40
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$61,877.95	\$61,877.95	\$61,877.95	\$44,155.45
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$205,113.21	\$209,533.46	\$205,113.21	\$178,347.16
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$47,673.15	\$93,958.30	\$47,673.15	\$44,406.99
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$27,916.39	\$27,916.39	\$27,916.39	\$18,661.78
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$148,337.55 ✓	\$148,465.20	\$148,337.55	\$43,217.43
*4551 CAL CO INDIGENT HEALTHCARE	\$9,660.86	\$9,660.86	\$9,660.86	\$5,502.88
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$100.00	\$100.00	\$100.00	\$100.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$110.77	\$110.77	\$110.77	\$110.77
*5506 MMC -NH BETHANY SENIOR LIVING	\$52,570.92	\$52,570.92	\$52,570.92	\$52,405.53
*3407 MMC -NH TUSCANY VILLAGE	\$125,830.68	\$135,234.74	\$125,830.68	\$56,185.36
*2998 MMC -MONEY MARKET FUND	\$263,786.57	\$263,786.57	\$263,786.57	\$263,786.57
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$39.73	\$39.73	\$39.73	\$39.73
Total Balance	\$2,680,255.67	\$2,700,956.30	\$2,680,255.67	\$2,438,444.42

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
2/10/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Out Pointe Plaza Prosperity Accounts~~		✓ 191.53	✓ 191.53	✓				
						Bank Balance	100.00	✓
						Variance	100.00	
						Leave in Balance	100.00	
						Adjust Balance/Transfer Amt		X
Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Out Pointe Plaza Prosperity Accounts~~		✓ 110.77	✓	✓				
						Bank Balance	110.77	
						Variance	110.77	
						Leave in Balance	100.00	X
						Adjust Balance/Transfer Amt	10.77	
TOTAL TRANSFERS							10.77	

Routing Information for Gulf Pointe Plaza:

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Approved: 
Michelle Cumberland, Controller

2/10/2025

APPROVED ON
FEB 10 2025
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

[REDACTED]

2/5/2023 WIRE OUT HMG Rockport SNF, LP -Commercial

MMC PORTION						NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	
191.53						
191.53						

[REDACTED]

MMC PORTION						NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	
191.53						

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,698,760.93	\$1,659,224.45	\$1,698,760.93	\$1,706,727.37
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$38,476.96	\$38,476.96	\$38,476.96	\$24,797.40
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$61,877.95	\$61,877.95	\$61,877.95	\$44,155.45
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$205,113.21	\$209,533.46	\$205,113.21	\$178,347.16
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$47,673.15	\$93,958.30	\$47,673.15	\$44,406.99
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$27,916.39	\$27,916.39	\$27,916.39	\$18,661.78
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$148,337.55	\$148,465.20	\$148,337.55	\$43,217.43
*4551 CAL CO INDIGENT HEALTHCARE	\$9,660.86	\$9,660.86	\$9,660.86	\$5,502.88
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$100.00	\$100.00	\$100.00	\$100.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$110.77	\$110.77	\$110.77	\$110.77
*5506 MMC -NH BETHANY SENIOR LIVING	\$52,570.92	\$52,570.92	\$52,570.92	\$52,405.53
*3407 MMC -NH TUSCANY VILLAGE	\$125,830.68	\$135,234.74	\$125,830.68	\$56,185.36
*2998 MMC -MONEY MARKET FUND	\$263,786.57	\$263,786.57	\$263,786.57	\$263,786.57
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$39.73	\$39.73	\$39.73	\$39.73
Total Balance	\$2,680,255.67	\$2,700,956.30	\$2,680,255.67	\$2,438,444.42

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
2/10/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Ending Balance	Amount to Be Transferred to Nursing Home
~~Tuscany Valley Prosperity Account~~		154,312.13	154,212.13	119,710.68	-		125,810.68	122,762.86
						Bank Balance Variance	125,810.68	
						Leave in Balance	100.00	
						CHIPPY ADIT	2,967.82	

Adjust Balance/Transfer Amt 122,762.86

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Approved: 
Michelle Cumberland, Controller 2/10/2025

APPROVED ON
FEB 10 2025
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

2/7/2025 Deposit
 2/7/2025 Deposit
 2/7/2025 MOUNA HEALTHCAR MOUNAACH 01364739 42000015
 2/6/2025 HNB - ECHO HCCLAIMPMT 746003411 440000251034
 2/5/2025 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE
 2/5/2025 HNB - ECHO HCCLAIMPMT 746003411 440000208537
 2/5/2025 NOVITAS SOLUTION HCCLAIMPMT 676201 420000163
 2/4/2025 HNB - ECHO HCCLAIMPMT 746003411 440000260618

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp 1	QIPP/Comp 2, 3 & Lapse	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	
-	40,702.08	-	-	-	-	-	40,702.08
-	24,504.00	-	-	-	-	-	24,504.00
-	4,439.24	1,496.40	440.80	28.50	2,473.54	2,967.82	1,471.42
154,212.13	16,522.53	-	-	-	-	-	16,522.53
-	2,420.85	-	-	-	-	-	2,420.85
-	31,331.95	-	-	-	-	-	31,331.95
-	5,810.03	-	-	-	-	-	5,810.03
154,212.13	125,730.68	1,496.40	440.80	28.50	2,473.54	2,967.82	122,762.86

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,698,760.93	\$1,659,224.45	\$1,698,760.93	\$1,706,727.37
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$38,476.96	\$38,476.96	\$38,476.96	\$24,797.40
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$61,877.95	\$61,877.95	\$61,877.95	\$44,155.45
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$205,113.21	\$209,533.46	\$205,113.21	\$178,347.16
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$47,673.15	\$93,958.30	\$47,673.15	\$44,406.99
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$27,916.39	\$27,916.39	\$27,916.39	\$18,661.78
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$148,337.55	\$148,465.20	\$148,337.55	\$43,217.43
*4551 CAL CO INDIGENT HEALTHCARE	\$9,660.86	\$9,660.86	\$9,660.86	\$5,502.88
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$100.00	\$100.00	\$100.00	\$100.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$110.77	\$110.77	\$110.77	\$110.77
*5506 MMC -NH BETHANY SENIOR LIVING	\$52,570.92	\$52,570.92	\$52,570.92	\$52,405.53
*3407 MMC -NH TUSCANY VILLAGE	\$125,830.68 ✓	\$135,234.74	\$125,830.68	\$56,185.36
*2998 MMC -MONEY MARKET FUND	\$263,786.57	\$263,786.57	\$263,786.57	\$263,786.57
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$39.73	\$39.73	\$39.73	\$39.73
Total Balance	\$2,680,255.67	\$2,700,956.30	\$2,680,255.67	\$2,438,444.42

Memorial Medical Center
Nursing Home UPL
Weekly HSL Transfer
Prosperity Accounts
2/10/2025

Nursing Home	Account	Previous Beginning Balance	Transfer-Out	Transfer-In	Cts Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
		264,197.82	261,928.62	52,502.12			52,570.92	52,502.12
						Bank Balance	52,570.92	
						Variance		
						Leave in Balance	100.00	
						January Interest	168.80	

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMHC deposited to open account.

Adjust Balance/Transfer Amt 52,502.12

Approved: MS
Michelle Cumberland, Controller

2/10/2025

APPROVED ON

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

1/7/2025 HNB - ECHO HCCLAIMPMT 7460034 11 440000292703
 2/5/2025 WARE OUT REG Leased OptCo LLC
 2/5/2025 HNC SWEEP FAC 02330 94009680009161 SWEEP FR
 2/5/2025 HNB - ECHO HCCLAIMPMT 7460034 11 440000208254
 2/5/2025 Depo:R
 2/4/2025 HEALTH HUMAN SVC HCCLAIMPMT 17460094113016 2

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QPP/Comp1	QPP/Comp 2	QPP/Comp3	QPP/Comp4&Lapse	QPP TI	
-	✓ 165.39	-	-	-	-	-	165.39
263,928.62	-	-	-	-	-	-	-
-	12,783.40	-	-	-	-	-	12,783.40
-	613.46	-	-	-	-	-	613.46
-	38,174.37	-	-	-	-	-	38,174.37
-	✓ 565.50	-	-	-	-	-	565.50
263,928.62	52,302.12	-	-	-	-	-	52,302.12

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,698,760.93	\$1,659,224.45	\$1,698,760.93	\$1,706,727.37
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$38,476.96	\$38,476.96	\$38,476.96	\$24,797.40
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$61,877.95	\$61,877.95	\$61,877.95	\$44,155.45
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$205,113.21	\$209,533.46	\$205,113.21	\$178,347.16
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$47,673.15	\$93,958.30	\$47,673.15	\$44,406.99
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$27,916.39	\$27,916.39	\$27,916.39	\$18,661.78
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$148,337.55	\$148,465.20	\$148,337.55	\$43,217.43
*4551 CAL CO INDIGENT HEALTHCARE	\$9,660.86	\$9,660.86	\$9,660.86	\$5,502.88
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$100.00	\$100.00	\$100.00	\$100.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$110.77	\$110.77	\$110.77	\$110.77
*5506 MMC -NH BETHANY SENIOR LIVING	\$52,570.92 ✓	\$52,570.92	\$52,570.92	\$52,405.53
*3407 MMC -NH TUSCANY VILLAGE	\$125,830.68	\$135,234.74	\$125,830.68	\$56,185.36
*2998 MMC -MONEY MARKET FUND	\$263,786.57	\$263,786.57	\$263,786.57	\$263,786.57
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$39.73	\$39.73	\$39.73	\$39.73
Total Balance	\$2,680,255.67	\$2,700,956.30	\$2,680,255.67	\$2,438,444.42

✓ Broadmoor

MEMORIAL MEDICAL CENTER CHECK REQUEST

P
A
Y
E
E

Memorial Medical Center

Date Requested: _____

2/10/2025

APPROVED ON _____

FEB 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT:

\$

1,668.40

✓

G/L NUMBER: _____

10255040

EXPLANATION:

QIPP Y7 ADJ 1

REQUESTED BY:

Caitlin Clevenger

✓
AUTHORIZED BY: _____

msc

✓ Crescent

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

Memorial Medical Center

Date Requested:

2/10/2025

A

Y

APPROVED ON

FEB 10 2025

E

E

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

☐ Imprest Cash

☐ A/P Check

☐ Mail Check to Vendor

☐ Return Check to Dept

AMOUNT:

\$

1,370.05 ✓

G/L NUMBER:

10255040

EXPLANATION:

QIPP Y7 ADJ 1

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY: ✓

MSC

Fort Berol ✓

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

Memorial Medical Center

Date Requested:

2/10/2025

A

Y

APPROVED ON

E

FEB 10 2025

E

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

☐ Imprest Cash

☐ A/P Check

☐ Mail Check to Vendor

☐ Return Check to Dept

AMOUNT:

\$

1,538.33 ✓

G/L NUMBER:

10255040

EXPLANATION:

QIPP Y7 ADJ 1

REQUESTED BY:

Caitlin Clevenger

✓
AUTHORIZED BY:

MSC

/ Solera

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

Memorial Medical Center

Date Requested:

2/10/2025

A

Y

APPROVED ON

E

FEB 10 2025

E

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT:

\$

1,512.52 ✓

G/L NUMBER:

10255040

EXPLANATION:

QIPP Y7 ADJ 1

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY:

MSL

Tuscany

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

Memorial Medical Center

Date Requested:

2/10/2025

A

Y

APPROVED ON

FEB 10 2025

E

E

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

☐ Imprest Cash

☐ A/P Check

☐ Mail Check to Vendor

☐ Return Check to Dept

AMOUNT:

\$

2,967.82 ✓

G/L NUMBER:

10255040

EXPLANATION:

QIPP Y7 ADJ 1

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY:

MGL

QIPP PMTS TO MMC 2.10.25

QIPP Payment to MMC from Nursing Facilities

Commissioner's Court

2/12/2025

NH Name	From Bank Acct #	Ck #	Payee	GL #	QIPP VS FINAL ADJ			TOTAL	Date
✓ Ashford	- Prosperity		MMC-Prosperity Operating	10255040					2/12/2025
✓ Broadmoor	- Prosperity		MMC-Prosperity Operating	10255040	1,668.40			1,668.40	2/12/2025
✓ Crescent	- Prosperity		MMC-Prosperity Operating	10255040	1,370.05			1,370.05	2/12/2025
✓ Fort Bend	- Prosperity		MMC-Prosperity Operating	10255040	1,538.33			1,538.33	2/12/2025
✓ Solera	- Prosperity		MMC-Prosperity Operating	10255040	1,512.52			1,512.52	2/12/2025
Golden Creek	- Prosperity		MMC-Prosperity Operating	10255040					2/12/2025
Bethany	- Prosperity		MMC-Prosperity Operating	10255040					2/12/2025
✓ Tuscany	- Prosperity		MMC-Prosperity Operating	10255040	2,967.82			2,967.82	2/12/2025
				Total:	9,057.12			9,057.12	

Note:

Approved: *MSC*

Michelle Cumberland, Controller 2/10/2025

Crescent

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

Tuscany Village

Date Requested:

2/10/2025

A

Y

APPROVED ON

FEB 10 2025

E

E

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT:

\$

2,500.00 ✓

G/L NUMBER:

21400007

EXPLANATION:

Claim Payment

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY: ✓

msc

Crescent

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P

Tuscany Village

Date Requested:

2/10/2025

A

APPROVED ON

Y

FEB 10 2025

E

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

E

FOR ACCT USE ONLY

- ☐ Imprest Cash
☐ A/P Check
☐ Mail Check to Vendor
☐ Return Check to Dept

AMOUNT:

\$

9,600.00 ✓

G/L NUMBER:

21400007

EXPLANATION:

Claim Payment

REQUESTED BY:

Caitlin Clevenger

↓
AUTHORIZED BY:

msc

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 02.12.25 / 2024 BUDGET
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
CONSTABLE-PRECINCT #1	580	INTERNET SERVICES	62955	AT&T MOBILITY	5209	3617462...	CONST 1 12/19 ACT# 287342783716 INTERNET 11/20- 12/19	31.25	
CONSTABLE-PRECINCT #1	Total 580							31.25	0.00
CONSTABLE-PRECINCT #3	600	INTERNET SERVICES	62955	AT&T MOBILITY	5209	3617462...	CONST 2 12/19 ACT# 287342783716 INTERNET 11/20- 12/19	31.25	
CONSTABLE-PRECINCT #3	Total 600							31.25	0.00
COUNTY TAX COLLECTOR	200	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	179839	TAX A/C 11/6 WATER	45.00	
		DELINQUENT TAX	53020	AQUA BEVERAGE CO	89	186087	TAX A/C 12/20 WATER	35.75	
		ATTORNEY FEES	61700	MCCREARY VESELKA BRAGG	5088	PODTA2...	TAX A/C 1/10 DEC 2024 DTA FEES	9,688.19	
COUNTY TAX COLLECTOR	Total 200							9,768.94	0.00
DISTRICT COURT	430	LEGAL SERVICES-COURT APPOINTED	63380	ODEFEBY WITTE WALL &	2606	2025018	DIST CRT 1/27 C# 11-6-1335	34.00	
DISTRICT COURT	Total 430							34.00	0.00
EMERGENCY COMMUNICATION DIVISION	635	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	41993429	EMER COM 12/16 INK STAMP	12.23	
			53020	QUILL LLC	6602	41996141	EMER COM 12/16 (12) STORAGE BINS	97.74	
			53020	QUILL LLC	6602	42008348	EMER COMM 12/16 TONER, PAPER, STATIONARY, MISC OFF SUPP	1,797.51	
			53020	QUILL LLC	6602	42012268	EMER COM 12/16 (12) BINDERS	55.68	
			53020	QUILL LLC	6602	42036933	EMER COM 12/18 (2) STORAGE CABINETS	478.78	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 02.12.25 / 2024 BUDGET
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		BUILDING-EMERGENCY COMMUNICATIONS	70654	AMERICAN GENERATOR SERVICES	10000	3116	EMER COM 1/31 TROUBLESHOOT & REPL BAD GAS METER	1,971.00	
EMERGENCY COMMUNICATION DIVISION	Total 635							4,412.94	0.00
HUMAN RESOURCES	265	PHYSICALS/DRUG TESTING	64671	MEMORIAL MEDICAL CENTER	5099	1165061...	HR 1/6 (3) PRE-EMPLOYMENT DRUG SCREENS	90.75	
HUMAN RESOURCES	Total 265							90.75	0.00
JUSTICE OF PEACE-PRECINCT #3	470	PHOTO COPIES/SUPPLIES	53030	DEWITT POTTH & SON LLC	3379	7779770	JP3 12/16 COPIER COUNT 9/19- 12/16	104.59	
		OMNIBASE PROGRAM SERVICES	64230	OMNIBASE SERVICES OF TEXAS	5829	4240030...	JP3 1/2 4TH QTR 2024 ACTIVITY	24.00	
JUSTICE OF PEACE-PRECINCT #3	Total 470							128.59	0.00
JUSTICE OF PEACE-PRECINCT #4	480	COPY MACHINE LEASE	61340	DEWITT POTTH & SON LLC	3379	7793570	JP4 1/3 COPIER COUNT 12/2-1/3	19.09	
JUSTICE OF PEACE-PRECINCT #4	Total 480							19.09	0.00
JUVENILE COURT	500	JUVENILE DETENTION SERVICES	63110	VICTORIA REGIONAL JUVENILE	8249	932024	JUV CRT/PROB 10/2 SEPT 2024 DETENTION SVCS (2) JUV	6,000.00	
JUVENILE COURT	Total 500							6,000.00	0.00
ROAD AND BRIDGE-PRECINCT #3	560	LUMBER	53550	COASTAL NAIL & TOOL LLC	9070	2408157...	RB3 8/28 LUMBER	154.87	
		SUPPLIES-MISCELLANEOUS	53992	COASTAL NAIL & TOOL LLC	9070	2408157...	RB3 8/28 SCREWS, KNIFE	42.98	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 02.12.25 / 2024 BUDGET
 1000 - GENERAL FUND

<u>Dept Title</u>	<u>Dept C...</u>	<u>GL Title</u>	<u>GL Code</u>	<u>Vendor Name</u>	<u>Ven... ID</u>	<u>Document Number</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
ROAD AND BRIDGE-PRECINCT #3	Total 560							197.85	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 02.12.25 / 2024 BUDGET
5186 - CP PROJ-MAG BEACH RESTORATION/CRABBIN BR

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEERING SERVICES	62454	MOTT MACDONALD GROUP INC	3885	5075121...	CAP PROJ MAT MIT 1/27 MAG BEACH CRABBIN BRIDGE 12/24- 12/25	2,543.00	
NO DEPARTMENT	Total 999							2,543.00	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 02.12.25 / 2024 BUDGET
5266 - CPRJ-SWAN POINT BULKHEAD IMPROVEMENTS

<u>Dept Title</u>	<u>Dept C...</u>	<u>GL Title</u>	<u>GL Code</u>	<u>Vendor Name</u>	<u>Ven... ID</u>	<u>Document Number</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
NO DEPARTMENT	999	IMPROVEMENTS-BULKHE...	73262	SHIRLEY & SONS	7123	3570	CAP PROJ 12/19 SWAN POINT BULKHEAD IMPR	282,780.00	
NO DEPARTMENT	Total 999							282,780.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 02.12.25 / 2024 BUDGET
 7750 - MISCELLANEOUS CLEARING FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHERS	20751	MCCREARY VESELKA BRAGG	5088	PODTA2...	TAX A/C 1/10 DEC 2024 DTA FEES	283.69	
NO DEPARTMENT	Total 999							283.69	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 02.12.25 / 2024 BUDGET
 9200 - JUVENILE PROBATION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MEDICAL/DENTAL FEES	63776	VICTORIA REGIONAL JUVENILE	8249	932024	JUV CRT/PROB 10/2 SEPT 2024 MEDICAL SVCS (2)	40.00	
NO DEPARTMENT	Total 999							40.00	0.00
Report Total								306,361.35	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 02.12.25 / 2025 BUDGET
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
AMBULANCE OPERATIONS-PORT O'CONNOR	330	SERVICES	65740	TISD INC.	7646	1057292...	POC AMB 2/6 ACT# 105729 MARCH 2025 INTERNET	74.99	
AMBULANCE OPERATIONS-PORT O'CONNOR	Total 330							74.99	0.00
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	GULF COAST HARDWARE LLC	63196	196030	MAINT 1/30 (8) FILTERS	115.92	
			53610	GULF COAST HARDWARE LLC	63196	196137	MAINT 2/3 FIREANT DUST, CUT KEYS	15.97	
			53610	GULF COAST HARDWARE LLC	63196	196144	MAINT 2/3 ALL PURPOSE CEMENT, METAL TAPE	23.98	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2616956	MAINT 2/4 (3) FLOOR STRIPPER, (4) FLOOR GLOSS	600.57	
		UTILITIES-AG BLDG/FAIRGROUNDS	66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 125531623 METAL BLDG KWH 431	86.30	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 135279709 OLD SHOW BARN KWH 0	8.12	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 145862049 NEW SHOW BARN KWH 0	26.75	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 150691105 BAUER KWH 204	28.55	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 157104606 RODEO RR KWH 138	245.04	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 165353885 PAVILION KWH 111	175.94	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 166003693 AG BLDG KWH 0	8.12	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 200043106 BAUER KWH 1693	303.24	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 200305079 FG WOOD SHOP KWH 0	8.12	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 574091035 AG BLDG KWH 3000	493.47	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 575045104 FG POLE KWH 0	8.12	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 02.12.25 / 2025 BUDGET
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	M# 581206114 BALL PK KWH 440	109.93	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED BAUER KWH 104	19.68	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED FG SEC LT KWH 104	39.36	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED FG SEC LT KWH 114	26.40	
			66602	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED HWY 35 UNIT KWH 104	25.10	
		UTILITIES-COURTHOUSE AND JAIL	66604	SHELL ENERGY SOLUTIONS	71180	2107753	M# 590613050 CH KWH 57984	4,936.69	
		UTILITIES-JAIL	66605	SHELL ENERGY SOLUTIONS	71180	2107753	M# 160386626 JAIL KWH 67680	5,528.89	
		UTILITIES-COURTHOUSE ANNEX	66606	SHELL ENERGY SOLUTIONS	71180	2107753	M# 575045069 ANNEX 1 KWH 7872	971.63	
		UTILITIES-COURTHOUSE ANNEX II	66621	SHELL ENERGY SOLUTIONS	71180	2107753	M# 136523550 ANNEX II KWH 2534	345.06	
		UTILITIES-DISPATCH BUILDING	66623	SHELL ENERGY SOLUTIONS	71180	2107753	M# 592403030 312 W LIVE OAK KWH 5500	620.79	
BUILDING MAINTENANCE	Total 170							14,771.74	0.00
COMMISSIONERS COURT	230	DUES	54020	SOUTH TX COUNTY JDGS & COMM.	7219	PO2302...	COM CRT 2/2 2025 DUES	300.00	
			54020	COUNTY JUDGES AND	884	PO2025...	COM CRT 1/15 2025 ANNUAL DUES	2,160.00	
		LEGAL NOTICES	63290	PORT LAVACA WAVE	62340	3000731...	COM CRT 1/1 BID INVITATION	229.37	
			63290	PORT LAVACA WAVE	62340	3000732...	COM CRT 1/8 BID INVITATION	295.38	
			63290	PORT LAVACA WAVE	62340	3000732...	COM CRT 1/15 BID INVITATION	295.37	
		LEGAL SERVICES	63350	NUECES COUNTY TREASURY	5478	C1000917	COM CRT 1/2 REIMB AMNTS PAID UNDER GOVT CODE 22.214	1,348.50	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 02.12.25 / 2025 BUDGET
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		UTILITIES-EMERG. COMMUNICATION NETWORK	66607	SHELL ENERGY SOLUTIONS	71180	2107753	M# 200516843 RADIO TWR KWH 1881	189.15	
		CAPITAL OUTLAY	70750	KMAC CONSTRUCTION SERVICES INC	27750	252500	COM CRT 1/20 REMOVE/DISPOSE ACM WINDOWS	18,500.00	
COMMISSIONERS COURT	Total 230							23,317.77	0.00
CONSTABLE-PRECINCT #1	580	LAW ENFORCEMENT SUPPLIES	53430	PFEFFER RONNIE	1290	0497	CONST1 1/10 SUPPRESSER	750.00	
		INTERNET SERVICES	62955	AT&T MOBILITY	5209	3617462...	CONST 1 1/19 ACT# 287342783716 INTERNET 12/20- 1/19	31.25	
		RADIO MAINTENANCE	65180	VICTORIA COMMUNICATION SERVICE	8229	VIC5127...	CONST1 1/9 REPAIR COAX CONNECTION, REPL ANTENNA	106.56	
CONSTABLE-PRECINCT #1	Total 580							887.81	0.00
CONSTABLE-PRECINCT #3	600	INTERNET SERVICES	62955	AT&T MOBILITY	5209	3617462...	CONST 2 1/19 ACT# 287342783716 INTERNET 12/20- 1/19	31.25	
CONSTABLE-PRECINCT #3	Total 600							31.25	0.00
COUNTY AUDITOR	190	MACHINE MAINTENANCE	63500	DEWITT POTH & SON LLC	3379	7812110	AUDITOR 1/15 COPIER COUNT 12/16- 1/15	63.60	
COUNTY AUDITOR	Total 190							63.60	0.00
COUNTY CLERK	250	GENERAL OFFICE SUPPLIES	53020	GOVERNMENT FORMS	2794	0352367	CO CLK 1/28 (1000) VALUABLE PAPER FOLDER	724.67	
			53020	QUILL LLC	6602	42653288	CO CLK 1/30 SANITIZER	6.49	
COUNTY CLERK	Total 250							731.16	0.00

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COUNTY COURT-AT-LAW	410	LEGAL SERVICES-COURT APPOINTED	63380	ODEFEY WITTE WALL &	2606	2023009	CRT@LAW1 1/30 C# 2023-FAM-0031-CC	250.00	
COUNTY COURT-AT-LAW	Total 410							250.00	0.00
COUNTY JUDGE	260	DUES & SUBSCRIPTIONS	54010	TEXAS ASSOCIATION OF COUNTIES	7819	216080	CO JUDGE 9/1 ANNUAL MEMBERSHIP DUES 9/1/24-8/31/25	200.00	
		EQUIPMENT-OFFICE	72350	COASTAL OFFICE SOLUTIONS, INC	9063	OEQT29...	CO JUDGE 1/13 DESKS, BOOKCASE, WARDROBE	14,531.02	
			72350	COASTAL OFFICE SOLUTIONS, INC	9063	OEQT29...	CO JUDGE 1/13 SHELF	133.86	
COUNTY JUDGE	Total 260							14,864.88	0.00
COUNTY TAX COLLECTOR	200	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	42367002	TAX A/C 1/13 FOLDERS, CALENDARS, CLOROX WIPES	31.42	
			53020	COASTAL OFFICE SOLUTIONS, INC	9063	OEQT29...	TAX A/C 1/20 SIGNATURE STAMP	30.83	
		COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	38358757	TAX A/C 1/20 COPIER LEASE 12/14- 1/13	133.65	
COUNTY TAX COLLECTOR	Total 200							195.90	0.00
COUNTY TREASURER	210	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	192940	TREAS 2/5 WATER	63.50	
		MACHINE MAINTENANCE	63500	DEWITT POT & SON LLC	3379	7805820	TREAS 1/13 COPIER COUNT 12/10- 1/13	45.67	
COUNTY TREASURER	Total 210							109.17	0.00
DISTRICT ATTORNEY	510	GENERAL OFFICE SUPPLIES	53020	DEWITT POT & SON LLC	3379	7804370	DA 1/10 COPIER COUNT 12/2- 1/10	18.63	
			53020	AQUA BEVERAGE CO	89	191920	DA 1/31 WATER COOLER RENTAL	12.50	
		DUES	54020	TEXAS DIST & CO ATTORNEY ASSOC	7606	260105	DA 2/4 2025 MEMBERSHIP DUES- FINSTER, HAYDEN	170.00	

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		LEGAL SERVICES	63350	BROOKS DAVID B	5955	DB20251	DA 1/29 JAN 2025 SUBSCRIPTION	100.00	
		BOOKS-LAW	70500	THOMSON REUTERS - WEST	8612	8514152...	DA 2/1 JAN 2025 WEST LAW SUBSCRIPTION	1,402.38	
			70500	THOMSON REUTERS - WEST	8612	8514896...	DA 2/1 FEB 2025 LIBRARY PLAN CHGS	327.44	
DISTRICT ATTORNEY	Total 510							2,030.95	0.00
DISTRICT CLERK	420	GENERAL OFFICE SUPPLIES	53020	COASTAL OFFICE SOLUTIONS, INC	9063	OE497931	DIST CLK 1/31 NAME PLATE	16.67	
		PHOTO COPIES/SUPPLIES	53030	DEWITT POTR & SON LLC	3379	7812740	DIST CLK 1/17 COPIER COUNT 12/17- 1/17	47.68	
DISTRICT CLERK	Total 420							64.35	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050	MILES ZACHARY A	1380	2025029	DIST CRT 1/30 C# 2024-CR-9021-DC J. RODRIGUEZ	450.00	
			60050	DISHER DAVID A	1398	2025017	DIST CRT 1/24 C# 2024-CR-9040-DC M. MORENO, SR	1,755.00	
			60050	DISHER DAVID A	1398	2025034	DIST CRT 1/31 C# 2024-CR-9031-DC J. VILLARREAL	1,260.00	
			60050	HINDS RICHARD ORRIN	30830	2025026	DIST CRT 1/30 C# 2024-CR-9052-DC E. JAMES	450.00	
			60050	HINDS RICHARD ORRIN	30830	2025027	DIST CRT 1/30 C# 2022-CR-8594-DC J. RIVERA	350.00	
			60050	RIVERA JOE A	3449	2025028	DIST CRT 1/30 C# 2024-CR-9049-DC D. MALDONADO	450.00	
			60050	BEEELER JAMES R	499	2025022	DIST CRT 1/30 C# 2024-CR-9020-DC J. LOZANO, JR	450.00	
			60050	BEEELER JAMES R	499	2025023	DIST CRT 1/30 C# 2024-CR-8942-DC J. LOZANO, JR	100.00	

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			60050	BEEELER JAMES R	499	2025024	DIST CRT 1/30 C# 2020-CR-8303-DC J. GARCIA	350.00	
			60050	BEEELER JAMES R	499	2025025	DIST CRT 1/30 C# 2024-CR-8959-DC C. GREENESS	850.00	
			60050	L CHRIS ILES PC	8844	2025021	DIST CRT 1/30 C# 2024-CR-9044-DC O. ROGERS	1,120.00	
			60050	CLARK JERRY	9858	2025030	DIST CRT 1/30 C# 2024-CR-9029-DC K. CHAKA	450.00	
			60050	CLARK JERRY	9858	2025031	DIST CRT 1/30 C# 2021-CR-8482-DC K. CHAKA	100.00	
			60050	CLARK JERRY	9858	2025032	DIST CRT 1/30 C# 2023-CR-8750-DC L. DEAN	100.00	
			60050	CLARK JERRY	9858	2025033	DIST CRT 1/30 C# 2024-CR-8979-DC L. DEAN	4,510.00	
		CONTRIB. TO EXP. - CRT REPORTERS	61270	VICTORIA COUNTY - TEXAS	1085	PO4300...	DIST CRT 2/6 2025 CONTR TO EXP- CRT REPORTERS	69,501.35	
		CONTRIB. TO EXP. - DIST. JUDGES	61272	VICTORIA COUNTY - TEXAS	1085	PO4300...	DIST CRT 2/6 2025 CONTR TO EXP- DIST JUDGES	13,649.07	
DISTRICT COURT	Total 430							95,895.42	0.00
ELECTIONS	270	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	192939	ELEC 2/5 WATER	39.50	
		COPY MACHINE LEASE	61340	DEWITT POTH & SON LLC	3379	7804000	ELEC 1/10 COPIER COUNT 12/6- 1/10	5.72	
ELECTIONS	Total 270							45.22	0.00
EMERGENCY COMMUNICATION DIVISION	635	COPIER RENTALS	61310	DEWITT POTH & SON LLC	3379	7819270	EMER COM 1/24 COPIER COUNT 12/20- 1/24	28.25	
		TRAVEL ADVANCE SUSPENSE	66448	DRAKE DELORES	1424	PO6354...	EMER COM 1/23 TRAVEL ADV- VICTORIA, TX 2/26/25	19.00	
			66448	GARAY ABELINA	EM...	PO6354...	EMER 1/23 TRAVEL ADV- VICTORIA, TX 2/25/25	19.00	
			66448	BRANDT KARIE	EM...	PO6354...	EMER COM 1/23 TRAVEL ADV- VICTORIA, TX 2/25/25	19.00	

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			66448	CASTANEDA KAREN	EM...	PO6354...	EMER COM 1/23 TRAVEL ADV- VICTORIA, TX 2/26/25	19.00	
			66448	HARRELSON ALEXA	EM...	PO6354...	EMER COM 1/23 TRAVEL ADV- VICTORIA, TX 2/25/25	19.00	
			66448	PROCTOR KRISTAL	EM...	PO6354...	EMER COM 1/23 TRAVEL ADV- VICTORIA, TX 2/26/25	19.00	
			66448	VILLARREAL SANDRA	EM...	PO6354...	EMER COM 1/23 TRAVEL ADV- VICTORIA, TX 2/25/25	19.00	
			66448	MORALES MALLORY	EM...	PO6354...	EMER COM 1/23 TRAVEL ADV- VICTORIA, TX 2/25/25	19.00	
			66448	PHILLIPS SHALEIGH	EM...	PO6354...	EMER COM 1/23 TRAVEL ADV- VICTORIA, TX 2/25/25	19.00	
EMERGENCY COMMUNICATION DIVISION	Total 635							199.25	0.00
EMERGENCY MANAGEMENT	630	PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	38450345	EMER MGMT 1/31 COPIER LEASE	179.00	
			53030	DEWITT POTH & SON LLC	3379	7818390	EMER MGMT 1/24 COPIER COUNT 12/20- 1/23	284.48	
EMERGENCY MANAGEMENT	Total 630							463.48	0.00
EMERGENCY MEDICAL SERVICES	345	GENERAL OFFICE SUPPLIES	53020	SAM'S CLUB	7572	9568/0125	EMS 1/25 LATE FEE, INTEREST	17.44	
		SUPPLIES/OPERATING EXPENSES	53980	AIRGAS USA, LLC	136	9137439...	EMS 1/17 OXYGEN	517.86	
			53980	BOUND TREE MEDICAL, LLC	412	85634525	EMS 1/23 IV SOLUTION	24.81	
			53980	BOUND TREE MEDICAL, LLC	412	85636248	EMS 1/24 KED W/ CARRY CASE	197.99	
			53980	BOUND TREE MEDICAL, LLC	412	85636249	EMS 1/24 BANDAGES, DRESSING PADS, EPI, LANCETS	273.72	
			53980	BOUND TREE MEDICAL, LLC	412	85640035	EMS 1/28 PEDI DEFIB PADS	262.06	

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			53980	BOUND TREE MEDICAL, LLC	412	85640036	EMS 1/28 DEFIB PADS	93.51	
			53980	BOUND TREE MEDICAL, LLC	412	85640037	EMS 1/28 QUIKCLOT	174.48	
			53980	STRYKER SALES CORPORATION	5881	9208346...	EMS 1/28 LIFEPAK STARTER KIT CARRY CASE	202.80	
		LEASE/RENTAL	63220	OFFICE SYSTEMS CENTER	5806	38374180	EMS CNTL 1/21 COPIER LEASE	171.21	
		TRAVEL/DUES/SUBSCRIPTI...	66505	GOLDEN CRESCENT RAC	2671	PO3451...	EMS 1/17 2025 RAC ANNUAL MEMBERSHIP DUES	500.00	
		UNIFORMS	66590	FIRST RESPONDER OUTFITTERS INC	22130	138213	EMS 1/22 UNIFORMS	1,365.50	
			66590	GALLS PARENT HOLDINGS LLC	26140	0302555...	EMS 1/23 UNIFORMS	65.19	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2107753	M# 200574863 EMS KWH 1049	127.48	
			66600	SHELL ENERGY SOLUTIONS	71180	2107753	M# 575212260 EMS KWH 12640	1,326.30	
			66600	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED EMS SEC LT KWH 775	143.46	
		VEHICLE FUEL/OIL/SERVICE	67120	AZALIA BONUZ, TAX ASSESSOR	4042	1124517...	EMS 1/30 REGISTRATION	7.50	
			67120	AZALIA BONUZ, TAX ASSESSOR	4042	1437573...	EMS 1/30 REGISTRATION	7.50	
EMERGENCY MEDICAL SERVICES	Total 345							5,478.81	0.00
EXTENSION SERVICE	110	PROGRAM SUPPLIES	53310	GULF COAST HARDWARE LLC	63199	196089	EXT SVC 1/31 LUMBER	4.99	
		TRAVEL/OUT OF COUNTY-CEA/CMR	66464	SHELLY RALPH	EM...	PO1102...	EXT SVC 1/22 TRAVEL REIMB- CORPUS CHRISTI, TX 1/22- 1/24	34.15	
EXTENSION SERVICE	Total 110							39.14	0.00

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FIRE PROTECTION-OLIVIA/P.. ALTO	650	SUPPLIES/OPERATING EXPENSES	53980	AZALIA BONUZ, TAX ASSESSOR	4042	1179641...	OPA VFD 1/1 REGISTRATION	7.50	
			53980	AZALIA BONUZ, TAX ASSESSOR	4042	1222000...	OPA VFD 1/1 REGISTRATION	7.50	
			53980	AZALIA BONUZ, TAX ASSESSOR	4042	1346017...	OPA VFD 1/1 REGISTRATION	7.50	
			53980	REGIONAL STEEL PRODUCTS INC	6803	1135114	OPA VFD 1/28 20' CR ROUND BAR	140.14	
			53980	THIRD COAST DISTRIBUTING, LLC	75930	040727	OPA VFD 1/30 RAGS	14.79	
			53980	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	OPA VFD 1/28 TRAILER CONNECTORS	72.98	
			53980	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	OPA VFD 1/30 CLEANERS	31.50	
		UTILITIES	66600	LA WARD TELEPHONE EXC., INC.	4601	98006	OPA VFD 2/1 ACT# 101014 FEB 2025 PHONE	34.59	
			66600	LA WARD TELEPHONE EXC., INC.	4601	98010	OPA VFD 2/1 ACT# 101019 FEB 2025 INTERNET	50.45	
FIRE PROTECTION-OLIVIA/P.. ALTO	Total 650							366.95	0.00
FIRE PROTECTION-PORT LAVACA	670	CONTRIBUTION TO EXPENSE	61280	CITY OF PORT LAVACA	870	FS2025	PL VFD 1/2 2025 CONT TO EXPENSES PER INTERLOCAL AGRMNT	252,216.80	
FIRE PROTECTION-PORT LAVACA	Total 670							252,216.80	0.00
FIRE PROTECTION-SEADRIFT	690	SERVICES	65740	TISD INC.	7646	1016122...	SEA VFD 2/6 ACT# 101612 MARCH 2025 INTERNET	49.99	
FIRE PROTECTION-SEADRIFT	Total 690							49.99	0.00

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INDIGENT HEALTH CARE	360	SOFTWARE SERVICES	65838	INDIGENT HEALTHCARE SOLUTIONS	5710	79206	INDIGENT HEALTH CARE 2/1 MARCH 2025 SOFTWARE SVCS	1,961.00	
INDIGENT HEALTH CARE	Total 360							1,961.00	0.00
INFORMATION TECHNOLOGY	275	MISCELLANEOUS	63920	CDW GOVERNMENT INC	1152	AC2SP3F	IT 1/8 PDF EDITING SOFTWARE	38.29	
		UTILITIES-117 W. ASH ST. BUILDING	66609	SHELL ENERGY SOLUTIONS	71180	2107753	M# 200154539 IT KWH 1521	391.57	
INFORMATION TECHNOLOGY	Total 275							429.86	0.00
JAIL OPERATIONS	180	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	42353832	JAIL 1/13 TONER	239.39	
			53020	QUILL LLC	6602	42367777	JAIL 1/13 TONER, LEGAL LETTER TRAY, POST ITS, SANITIZER	554.19	
			53020	QUILL LLC	6602	42419501	JAIL 1/15 SHARPIE, CLIPBOARD	98.88	
			53020	QUILL LLC	6602	42420725	JAIL 1/15 MARKERS, CLIPBOARD, PENS	21.42	
			53020	QUILL LLC	6602	42475468	JAIL 1/21 TAPE	16.01	
		JAIL MAINTENANCE/SUPPLIES	53420	GULF COAST PAPER CO INC	2619	2612480	JAIL 1/21 SANITIZER	70.93	
			53420	GULF COAST PAPER CO INC	2619	2614469	JAIL 1/28 BOUNCE BACK	175.22	
			53420	GULF COAST PAPER CO INC	2619	2614511	JAIL 1/28 LAUNDRY SOAP, BLEACH, SOFTENER, TISSUE	1,098.00	
		PRISONER CLOTHING/SUPPLIES	53460	BOB BARKER COMPANY INC	456	INV2097...	JAIL 1/13 SHAMPOO, BODY WASH	113.46	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	3115906	JAIL 2/3 INMATE GROCERIES	1,905.54	
		UNIFORMS	53995	ESCOBAR LAUREEN	13900	896804	JAIL 2/1 (3) PANTS HEMMED	45.00	
			53995	FIKES BROOK	2180	2187.	JAIL 1/17 UNIFORM NAMES, LOGOS, PATCHES	119.70	

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			53995	GALLS PARENT HOLDINGS LLC	26140	0301500...	JAIL 1/13 UNIFORMS	152.95	
		TRAVEL ADVANCE SUSPENSE	66448	CROBER RACHAEL	845	PO1802...	JAIL 2/4 TRAVEL ADV 3/3-3/6	208.00	
			66448	CUNNINGHAM LESLE	EM...	PO1802...	JAIL 2/4 TRAVEL ADV 3/3-3/6	208.00	
			66448	CAUDILL CAYDENCE	EM...	PO1802...	JAIL 2/4 TRAVEL ADV 3/3-3/6	208.00	
JAIL OPERATIONS	Total 180							5,234.69	0.00
JUSTICE OF PEACE PRECINCT #2	460	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	192942	JP2 2/5 WATER	35.75	
		MISCELLANEOUS	63920	CDW GOVERNMENT INC	1152	AC2SP3F	JP2 1/8 PDF EDITING SOFTWARE	38.29	
		TRAVEL OUT OF COUNTY	66498	SANCHEZ ESMERALDA	1182	PO2025...	JP2 2/6 REIMB- CONF REG-CORPUS CHRISTI, TX 2/12-2/14	270.00	
JUSTICE OF PEACE PRECINCT #2	Total 460							344.04	0.00
JUSTICE OF PEACE-PRECINCT #1	450	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	42544640	JP1 1/23 LYSOL, ENVELOPES, FOLDERS	284.13	
JUSTICE OF PEACE-PRECINCT #1	Total 450							284.13	0.00
JUSTICE OF PEACE-PRECINCT #3	470	DUES	54020	TEXAS JUSTICE COURT	7634	PO586	JP3 2/4 2025 MEMBERSHIP DUES- T. DIMAK	75.00	
			54020	TEXAS JUSTICE COURT	7634	PO586.1	JP3 2/4 2025 MEMBERSHIP DUES- R. SERVANTES	75.00	
			54020	TEXAS ASSOCIATION OF COUNTIES	7819	217445/...	JP3 1/1 2025 MEMBERSHIP DUES	70.00	
		POSTAGE	64790	DIMAK TANYA	1420	PO398	JP3 2/4 REIMB PURCHASE OF STAMPS	146.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619872...	JP3 1/25 ACT# 361-987-2919-082715-5 PHONE 1/25- 2/24	359.21	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2107753	M# 131978207 JP3 KWH 444	56.79	

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			66600	SPARKLIGHT	9988	1036738...	JP3 1/I ACT# 103673893 JAN 2025 INTERNET, LATE FEE	96.69	
JUSTICE OF PEACE-PRECINCT #3	Total 470							878.69	0.00
JUSTICE OF PEACE-PRECINCT #4	480	POSTAGE	64790	SPENCE PATSY	EM...	PO2025...	JP4 1/23 RIEMB- POSTAGE	9.96	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617857...	JP4 1/25 ACT# 361-785-7082-110398-5 PHONE 1/25- 2/24	275.44	
			66192	TISD INC.	7646	8381220...	JP4 2/6 ACT# 083812 MARCH 2025 INTERNET	39.99	
JUSTICE OF PEACE-PRECINCT #4	Total 480							325.39	0.00
JUSTICE OF PEACE-PRECINCT #5	490	COPY MACHINE LEASE	61340	DEWITT POTTH & SON LLC	3379	7818470	JP5 1/24 COPIER COUNT 12/20- 1/23	20.68	
		TELEPHONE SERVICES	66192	TISD INC.	7646	6839820...	JP5 2/6 ACT# 068398 MARCH 2025 INTERNET	89.99	
JUSTICE OF PEACE-PRECINCT #5	Total 490							110.67	0.00
JUVENILE COURT	500	JUVENILE ASSIGNED-ATTORNEY FEES	63070	HINDS RICHARD ORRIN	30830	2025008	CRT@LAW1 1/29 C# 2024-JV-0014-CC	275.00	
		JUVENILE DETENTION SERVICES	63110	VICTORIA REGIONAL JUVENILE	8249	132025	JUV CRT 2/3 JAN 2025 DETENTION SVCS (4) JUV	7,200.00	
		MEDICAL/DENTAL FEES	63776	IKONOMOPOULOS JAMES PETER	35000	2900020...	JUV CRT 2/3 CLINICAL EVAL	500.00	
			63776	IKONOMOPOULOS JAMES PETER	35000	2900020...	JUV CRT 2/3 CLINICAL EVAL	500.00	
JUVENILE COURT	Total 500							8,475.00	0.00
LIBRARY	140	PHOTO COPIES/SUPPLIES	53030	XEROX CORPORATION	9001	0229346...	PL LIBRARY 2/I COPIER LEASE 12/21- 1/21	171.94	
			53030	XEROX CORPORATION	9001	0229346...	POC LIBRARY 2/I COPIER LEASE 12/21- 1/21	58.02	

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			53030	XEROX CORPORATION	9001	0229346...	SEA LIBRARY 2/I COPIER LEASE 12/21- 1/21	63.71	
		PUBLICATIONS	54030	VICTORIA ADVOCATE PUBLISHING	8225	83654/2...	POC LIBRARY 2/9 ACT# 83654 ANNUAL SUBSCRIPTION RENEWAL	291.20	
		FIRE & SECURITY SERVICES	62630	VCS SECURITY SYSTEMS, INC.	8244	277845	LIBRARY 1/24 FIRE MONITORING	25.00	
		INTERNET SERVICES	62955	TISD INC.	7646	6122025...	SEA LIBRARY 2/6 ACT# 000612 MARCH 2025 INTERNET	99.99	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619834...	POC LIBRARY 1/25 A# 361-983-4365- 010589-5 PHONE 1/25- 2/24	135.80	
		UTILITIES-MAIN LIBRARY	66610	SHELL ENERGY SOLUTIONS	71180	2107753	M# 575212773 PL LIBRARY KWH 9720	1,822.08	
		UTILITIES-SEADRIFT LIBRARY	66622	SHELL ENERGY SOLUTIONS	71180	2107753	M# 558784200 LIBRARY KWH 4160	550.88	
		BOOKS & PRINT MATL-LIBRARY	70550	CENGAGE LEARNING, INC.	26020	86471525	LIBRARY 1/22 (3) BOOKS	83.22	
			70550	CENGAGE LEARNING, INC.	26020	86471677	LIBRARY 1/22 (3) BOOKS	74.22	
			70550	CENGAGE LEARNING, INC.	26020	86472144	LIBRARY 1/22 (3) BOOKS	62.97	
			70550	CENGAGE LEARNING, INC.	26020	86472378	LIBRARY 1/22 (2) BOOKS	53.98	
			70550	CENGAGE LEARNING, INC.	26020	86472700	LIBRARY 1/22 (4) BOOKS	83.96	
			70550	CENGAGE LEARNING, INC.	26020	86505718	LIBRARY 1/23 (2) BOOKS	49.48	
			70550	CENGAGE LEARNING, INC.	26020	86506036	LIBRARY 1/23 (3) BOOKS	63.72	
			70550	BAKER & TAYLOR	403	2038831...	LIBRARY 1/18 (8) BOOKS	56.40	
			70550	BAKER & TAYLOR	403	5019309...	LIBRARY 1/16 (15) BOOKS	207.31	
			70550	BAKER & TAYLOR	403	5019309...	LIBRARY 1/16 (3) BOOKS	26.80	
			70550	BAKER & TAYLOR	403	5019309...	LIBRARY 1/16 (9) BOOKS	133.22	
			70550	BAKER & TAYLOR	403	5019319...	LIBRARY 1/21 (15) BOOKS	232.40	
			70550	BAKER & TAYLOR	403	5019319...	LIBRARY 1/21 BOOK	14.78	
			70550	BAKER & TAYLOR	403	5019319...	LIBRARY 1/21 (4) BOOKS	62.77	

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			70550	MICROMARKETING, LLC	5097	973047	LIBRARY 1/31 (3) BOOKS	73.93	
		E-FORMAT/DIGITAL MATL-LIBRARY	71146	MIDWEST TAPE LLC	3377	5066930...	LIBRARY 1/31 JAN 2025 DIGITAL ACT	569.43	
LIBRARY	Total 140							5,067.21	0.00
MISCELLANEOUS	280	INSURANCE-LIABILITY AND PROPERTY	62872	TEXAS ASSOC. OF COUNTIES	76109	NRDD0...	CALCO 2/3 C# PO20241932-1 LIABILITY CLAIM LESS THAN DEDUCT	6,362.52	
		INSURANCE-NOTARY BONDS	62874	NOTARY PUBLIC UNDERWRITERS	5414	PO7602...	SO 2/3 NOTARY BOND, FILING FEE	71.00	
		INSURANCE-VEHICLE AND EQUIPMENT	62884	VFIS OF TEXAS/REGNIER & ASSOC.	8247	17637	CALCO 2/7 ADD 2005 E-ONE AERIAL P# VFNU-CM-0002360	800.00	
			62884	VFIS OF TEXAS/REGNIER & ASSOC.	8247	17637	CALCO 2/7 THEFT FEE P# VFNU-CM-0002360	5.00	
MISCELLANEOUS	Total 280							7,238.52	0.00
MUSEUM	150	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	42445865	MUSEUM 1/16 (4) BINDERS	155.53	
		SUPPLIES-MISCELLANEOUS	53992	QUILL LLC	6602	42445865	MUSEUM 1/16 (4) HEATERS	327.56	
		MISCELLANEOUS	63920	SECURITY ONE INC	81570	1187952	MUSEUM 1/1 2025 ANNUAL ALARM MONITORING	1,380.00	
		UTILITIES-MUSEUM	66612	SHELL ENERGY SOLUTIONS	71180	2107753	M# 200152117 MUSEUM KWH 1862	249.31	
MUSEUM	Total 150							2,112.40	0.00
NO DEPARTMENT	999	DUE FROM HOSPITAL ENTERPRISE FUND	10630	SHELL ENERGY SOLUTIONS	71180	2107753	M# 145489042 701 VIRGINIA KWH 8408	1,256.42	
			10630	SHELL ENERGY SOLUTIONS	71180	2107753	M# 558786677 1016 N VIRGINIA KWH 27120	2,732.74	
			10630	SHELL ENERGY SOLUTIONS	71180	2107753	M# 590613338 HOSPITAL ST KWH 367200	31,272.53	
			10630	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED HOSPITAL ST ODL KWH 208	41.02	
		ACCRUED MISCELLANEOUS2	20537	MASA	5569	2016714	CALCO 2/10 FEB 2025 PREMIUMS	2,159.27	

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		ACCRUED INSURANCE-UNIVERSAL LIFE	20562	TRUSTMARK	8169	02152025	CALCO 2/10 FEB 2025 PREMIUMS	1,077.74	
		ACCRUED INSURANCE-LIFE/LONG TERM CARE	20568	COMBINED INSURANCE, A CHUBB	542	PO0210...	CALCO 2/10 FEB 2025 PREMIUMS	371.88	
		RENTAL DEPOSITS	20820	GALEAS ANAHI	6486	1952	BAUER 12/4 DEPOSIT REFUND	250.00	
			20820	FRANKE HILLARY	RF2...	1958	BAUER 1/22 DEPOSIT REFUND	250.00	
NO DEPARTMENT	Total 999							39,411.60	0.00
ROAD AND BRIDGE-PRECINCT #1	540	MACHINERY PARTS/SUPPLIES	53210	DOGGETT HEAVY MACHINERY SERV	234	W31960	RB1 1/29 OIL FILTERS, FILTER BREATHER	150.16	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB1 1/16 DRAIN PAN, OIL FILTER	16.95	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB1 1/16 OIL & AIR FILTER	11.93	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB1 1/29 HYD HOSE, FLEX CLAMP	39.44	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB1 1/29 HOSE CLAMP, HOSE	7.52	
		TIRES AND TUBES	53520	CARY'S TIRE & AUTOMOTIVE LLC	89820	31479	RB1 2/4 TIRE REPAIR	17.50	
		GASOLINE/OIL/DIESEL/GRE...	53540	SCHAEFFER MFG COMPANY	7546	JPL1006...	RB1 1/23 (2) 5G LUBE SUPREME, CASE CITROL, CASE PENETRO	599.84	
		LUMBER	53550	GULF COAST HARDWARE LLC	63191	195946	RB1 1/28 WORK BENCH TABLES- PLYWOOD	49.99	
		SIGNS	53590	COASTAL NAIL & TOOL LLC	9070	2502161...	RB1 2/4 (2) POST CAPS	57.98	
		SUPPLIES-MISCELLANEOUS	53992	AIRGAS USA, LLC	136	9157782...	RB1 1/29 WELDING GLOVES	19.06	
			53992	GULF COAST HARDWARE LLC	63191	195939	RB1 1/27 (2) WORK BENCH TABLE- WOOD SCREWS	108.98	
			53992	GULF COAST HARDWARE LLC	63191	195961	RB1 1/28 RUST STOP, BLADES	30.97	
			53992	GULF COAST HARDWARE LLC	63191	196024	RB1 1/30 SCREWS, SPRAY BOTTLE	30.98	

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			53992	GULF COAST HARDWARE LLC	63191	196217	RB1 2/5 DUCT TAPE, UTILITY KNIFE	35.16	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB1 1/28 OIL ABSORB	14.09	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4219485...	RB1 1/30 UNIFORMS	272.32	
			53995	CINTAS CORPORATION LOC. 083	958	4220218...	RB1 2/6 UNIFORMS	173.32	
		CLEANING-PARKS	60795	HURT'S WASTEWATER MANAGEMENT	3122	4371060...	RB1 1/14 PUMP OUT/PRESSURE WASH TRASH TANKS- MAGNOLIA	920.00	
			60795	HURT'S WASTEWATER MANAGEMENT	3122	4371065...	RB1 1/14 PUMP OUT/PRESSURE WASH SEPTIC- INDIANOLA	657.50	
		MISCELLANEOUS	63920	DEWITT POTH & SON LLC	3379	7811400	RB1 1/14 COPIER COUNT 12/13- 1/14	44.20	
			63920	AZALIA BONUZ, TAX ASSESSOR	4042	1346011...	RB1 2/3 REGISTRATION	7.50	
			63920	AZALIA BONUZ, TAX ASSESSOR	4042	F089151...	RB1 1/16 REGISTRATION	22.00	
			63920	AZALIA BONUZ, TAX ASSESSOR	4042	F089201...	RB1 1/16 REGISTRATION	22.00	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2107753	M# 160386626 PCT1 KWH 1969	280.62	
			66600	UNDINE TEXAS LLC - GBRA (31)	80670	5700182...	RB1 1/28 ACT# 79031-5700182800 WATER 12/18- 1/17	94.67	
		UTILITIES-PARKS	66614	SHELL ENERGY SOLUTIONS	71180	2107753	M# 139353201 2400 W AUSTIN KWH 961	103.51	
			66614	SHELL ENERGY SOLUTIONS	71180	2107753	M# 157945365 CHOC BAY RR KWH 1944	223.91	
			66614	UNDINE TEXAS LLC - GBRA (31)	80670	5700152...	RB1 1/28 ACT# 79031-5700152800 WATER 12/18- 1/17	203.21	
			66614	UNDINE TEXAS LLC - GBRA (31)	80670	5700257...	RB1 1/28 ACT# 79031-5700257100 WATER 12/18- 1/17	80.50	

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ROAD AND BRIDGE-PRECINCT #1	Total 540							4,295.81	0.00
ROAD AND BRIDGE-PRECINCT #2	550	MACHINERY PARTS/SUPPLIES	53210	FLEETPRIDE	2219	1230637...	RB2 1/28 4-WAY VALVE	61.75	
			53210	HYDRAULICS OF TEXAS	4314	137801	RB2 1/27 REBUILT CYLINDERS- HOT TRUCK	4,315.00	
			53210	REGIONAL STEEL PRODUCTS INC	6803	134849	RB2 1/22 MISC PART/SUPP	76.83	
			53210	THIRD COAST DISTRIBUTING, LLC	75930	040653	RB2 1/29 BUSHING	7.12	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/7 OIL & AIR FILTER	12.57	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/7 FUEL & AIR FILTER, FRESHENER, AIR	91.77	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/7 FUEL, LUBE, FUEL & AIR FILTER	127.60	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/7 LUBE, AIR, FUEL	102.60	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/7 AIR FILTER, LUBE	91.37	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/8 LUBE, AIR FILTER, FUEL/WATER SEPERATOR	55.22	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/8 (3) AIR FILTERS	94.40	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/8 AIR & TRANS FILTER, FUEL	66.37	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/8 OIL & AIR FILTER	18.49	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/8 TRANS SPIN ON, AIR FILTER	16.40	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/8 CREDIT ON RETURNED OIL FILTER		10.21
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/9 TERMINAL, XTRACLEAR, BRAKE FLUID	35.07	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/9 UNLEADED NOZZLE	134.57	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/23 TRAILER CONNECTORS	30.98	

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		ROAD & BRIDGE SUPPLIES	53510	KC LEASE SERVICE INC	2893	80972	RB2 1/27 20.83T ICE ROCK	1,061.50	
		SUPPLIES-MISCELLANEOUS	53992	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/6 KROIL PENETRANT	32.29	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/8 SANDING WHEELS	37.51	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4219169...	RB2 1/28 UNIFORMS	65.64	
			53995	CINTAS CORPORATION LOC. 083	958	4219899...	RB2 2/4 UNIFORMS	65.64	
		MACHINERY/EQUIPMENT REPAIRS	63530	NUECES FARM CENTER INC	5406	410138V	RB2 1/22 REPL COOLANT RES & REFILL- BACKHOE	5,637.56	
		MISCELLANEOUS	63920	AZALIA BONUZ, TAX ASSESSOR	4042	109180/...	RB2 1/29 REGISTRATION	7.50	
			63920	AZALIA BONUZ, TAX ASSESSOR	4042	1124518...	RB2 1/29 REGISTRATION	7.50	
			63920	AZALIA BONUZ, TAX ASSESSOR	4042	1577049...	RB2 1/28 REGISTRATION	7.50	
			63920	AZALIA BONUZ, TAX ASSESSOR	4042	1589000...	RB2 1/28 REGISTRATION	7.50	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED PCT2 SEC LT KWH 114	35.71	
			66600	UNDINE TEXAS LLC - GBRA (31)	80670	5700123...	RB2 1/28 ACT# 79031-5700123200 WATER 12/18- 1/17	68.34	
ROAD AND BRIDGE-PRECINCT #2	Total 550							12,372.30	10.21
ROAD AND BRIDGE-PRECINCT #3	560	MACHINERY PARTS/SUPPLIES	53210	HOLT CAT	3048	PIMV01...	RB3 1/27 FRAM, GRILL, MISC SUPP- BACKHOE	1,048.16	
			53210	LOWE'S	4684	984085	RB3 1/13 500LB TIE DOWN- U305	31.33	
			53210	LES ZEPLIN MOTORS	4688	18155	RB3 2/5 NUTS, COVER FOR MOWERS	96.80	
			53210	O REILLY AUTO PARTS	5803	0575411...	RB3 1/29 TAILGATE HARDWARE- U34	60.56	
			53210	O REILLY AUTO PARTS	5803	0575411...	RB3 1/31 BATTERY TERMINAL	27.30	

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			53210	O REILLY AUTO PARTS	5803	0575412...	RB3 2/4 SENSORS, BLADES- U34	77.56	
			53210	THIRD COAST DISTRIBUTING, LLC	75930	040727	RB3 1/30 HOSE, FITTINGS-ROLLER	108.84	
			53210	THIRD COAST DISTRIBUTING, LLC	75930	041053	RB3 2/4 SWITCH- U34	38.21	
		ROAD & BRIDGE SUPPLIES	53510	BLADES GROUP LLC	4795	18047045	RB3 1/28 (124) BAGS POT HOLE REPAIR	7,280.58	
		TIRES AND TUBES	53520	CARY'S TIRE & AUTOMOTIVE LLC	89820	31442	RB3 1/28 TIRE REPAIR- MOWER	47.50	
			53520	CARY'S TIRE & AUTOMOTIVE LLC	89820	31443	RB3 1/28 (2) TIRES- U34	491.00	
		GASOLINE/OIL/DIESEL/GRE...	53540	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB3 1/28 GREASE	71.39	
		PIPE	53580	LOWE'S	4684	984022	RB3 1/13 (10) PIPES	134.80	
		TOOLS	53595	GULF COAST HARDWARE LLC	63193	195913	RB3 1/27 SOCKETS, SAW	148.18	
			53595	GULF COAST HARDWARE LLC	63193	195970	RB3 1/28 BITS	67.96	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4219331...	RB3 1/29 FRESHENER	9.48	
		SUPPLIES-MISCELLANEOUS	53992	AIRGAS USA, LLC	136	9157736...	RB3 1/28 WELDING SUPP	369.61	
			53992	LOWE'S	4684	971717	RB3 1/8 TROLLEY HANGERS, TRIM, FASTENERS	81.69	
			53992	LOWE'S	4684	984022	RB3 1/13 HEAT LAMP, TAPE, BRUSH	50.23	
			53992	O REILLY AUTO PARTS	5803	0575412...	RB3 2/4 TORX, COUPLER BAR SET	58.84	
			53992	GULF COAST HARDWARE LLC	63193	195824	RB3 1/23 EXT CORD, MISC SUPP	271.44	
			53992	GULF COAST HARDWARE LLC	63193	195913	RB3 1/27 LADDER	64.99	
			53992	GULF COAST HARDWARE LLC	63193	195963	RB3 1/28 SCREWS, BATTERY, CUT-OFF WHEEL	318.36	
			53992	GULF COAST HARDWARE LLC	63193	195980	RB3 1/29 CHALK, CHAIN	55.37	
			53992	GULF COAST HARDWARE LLC	63193	195982	RB3 1/29 TRUE FUEL	27.99	

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			53992	GULF COAST HARDWARE LLC	63193	195995	RB3 1/29 TAPE, BATTERY CABLES	133.36	
			53992	REGIONAL STEEL PRODUCTS INC	6803	1135114	RB3 1/28 20.08' CR ROUND, HR CHANNEL, FLAT BAR	241.76	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB3 1/30 COUPLERS, VALVES, PLUG, AIR GAUGE	171.75	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4219331...	RB3 1/29 UNIFORMS	144.30	
		MACHINE MAINTENANCE	63500	HURT'S WASTEWATER MANAGEMENT	3122	2008173...	RB3 1/29 SEPTIC MAINT CONTRACT 2/12/25- 2/12/26	685.00	
		MACHINERY/EQUIPMENT REPAIRS	63530	STAR W EQUIPMENT REPAIR INC	741	6403	RB3 2/3 PARTS TO REBUILD CAT ENGINE- DUMP TRUCK	14,983.02	
		PERMITS	64640	AZALIA BONUZ, TAX ASSESSOR	4042	1158338...	RB3 1/1 REGISTRATION	7.50	
			64640	AZALIA BONUZ, TAX ASSESSOR	4042	1222019...	RB3 1/1 REGISTRATION	7.50	
			64640	AZALIA BONUZ, TAX ASSESSOR	4042	1317835...	RB3 2/1 REGISTRATION	7.50	
			64640	AZALIA BONUZ, TAX ASSESSOR	4042	1437575...	RB3 2/1 REGISTRATION	7.50	
			64640	AZALIA BONUZ, TAX ASSESSOR	4042	9084169...	RB3 1/1 REGISTRATION	7.50	
		TELEPHONE SERVICES	66192	LA WARD TELEPHONE EXC., INC.	4601	97994	RB3 2/1 ACT# 100994 FEB 2025 PHONE/INTERNET	153.12	
			66192	LA WARD TELEPHONE EXC., INC.	4601	98007	RB3 2/1 ACT# 101016 FEB 2025 PHON/INTERNET	180.31	
			66192	LA WARD TELEPHONE EXC., INC.	4601	98008	RB3 2/1 ACT# 101017 FEB 2025 PHONE	57.86	
ROAD AND BRIDGE-PRECINCT #3	Total 560							27,826.15	0.00
ROAD AND BRIDGE-PRECINCT #4	570	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	42631544	RB4 1/29 COFFEE, FOLDERS, LABELS, MISC SUPP	114.11	
			53020	AQUA BEVERAGE CO	89	190512	RB4 1/23 WATER	27.00	
		MACHINERY PARTS/SUPPLIES	53210	HOLT TRUCK CENTERS OF TEXAS	30480	X501079...	RB4 2/3 FILTERS	812.02	

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			53210	THIRD COAST DISTRIBUTING, LLC	75930	040813	RB4 1/30 HYD HOSE FITTINGS, HOSE, FUEL FILTER	191.38	
			53210	THIRD COAST DISTRIBUTING, LLC	75930	041021	RB4 2/4 DEF FLUID	231.81	
			53210	THIRD COAST DISTRIBUTING, LLC	75930	041121	RB4 2/5 STARTING FLUID	5.99	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB4 1/30 FILTERS, LUBE	132.76	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB4 2/5 BATTERY	122.25	
		ROAD & BRIDGE SUPPLIES	53510	KC LEASE SERVICE INC	2893	80989	RB4 1/29 401.72T GRADE 2 1-3/4" LIMESTONE BASE	15,000.23	
			53510	TRACTOR SUPPLY CREDIT PLAN	7798	1005749...	RB4 1/21 SALT FOR ROADS	321.60	
		PIPE	53580	JCK GROUP	118	91366	RB4 1/28 (33) 18x30 PIPES, (18) 18"COUP	14,890.08	
			53580	JCK GROUP	118	91367	RB4 1/28 24" BASIN	14,278.00	
		SIGNS	53590	SIGN WORKS	7272	25008	RB4 1/30 CUSTOM SIGN	433.99	
		TOOLS	53595	FASTENAL COMPANY	2274	TXPOT2...	RB4 2/4 RECIPROCATING SAW	157.40	
			53595	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB4 1/28 AIR HAMMER WRENCH, LONG BARREL AIR HAMMER	108.46	
			53595	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB4 1/28 SOCKETS	57.35	
		SUPPLIES-MISCELLANEOUS	53992	FASTENAL COMPANY	2274	TXPOT2...	RB4 2/4 NUTS, WASHERS, SAW BLADES	128.48	
			53992	MOMENTUM RENTAL AND SALES	5523	1835691	RB4 2/3 14" SAW BLADE	98.00	
			53992	THIRD COAST DISTRIBUTING, LLC	75930	040978	RB4 2/3 FUEL HOSE, NOZZLE	232.98	
			53992	CINTAS CORPORATION LOC. 083	958	4218600...	RB4 1/22 MAT, MOP	13.17	
			53992	CINTAS CORPORATION LOC. 083	958	4219331...	RB4 1/29 MAT, MOP	13.17	
		EQUIPMENT RENTAL	62510	ANDERSON MACHINERY CO., INC.	13	R501B6	RB4 1/22 ROLLER RENTAL 1/22- 2/18	3,605.68	

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			62510	ANDERSON MACHINERY CO., INC.	13	R501BD	RB4 1/29 WATER TRUCK RENTAL 1/29- 2/25	7,011.03	
			62510	AIRGAS USA, LLC	136	5514183...	RB4 1/31 JAN 2025 CYLINDER RENTAL	491.26	
			62510	MOMENTUM RENTAL AND SALES	5523	1835671	RB4 2/3 SAW RENTAL	132.24	
			62510	XEROX CORPORATION	9001	0229346...	RB4 2/1 COPIER LEASE 12/21- 1/25	178.03	
		MACHINERY/EQUIPMENT REPAIRS	63530	KNEUPPER CARROLL	3678	49762	RB4 1/30 OIL CHG- 2022 FORD	137.62	
			63530	KEATHLEY BRUCE CLAYTON	4231	1012427	RB4 2/5 REPLACE WINDSHIELD	894.49	
		MISCELLANEOUS	63530	ROBBINS ALLEN LEE	52201	1281	RB4 2/3 SVC CALL- KUBOTA	172.50	
			63920	AZALIA BONUZ, TAX ASSESSOR	4042	1388635...	RB4 1/28 REGISTRATION	7.50	
			63920	AZALIA BONUZ, TAX ASSESSOR	4042	1454352...	RB4 1/28 REGISTRATION	7.50	
			63920	TISD INC.	7646	1091222...	RB4 2/6 ACT# 109122 MARCH 2025 INTERNET	74.99	
			63920	TISD INC.	7646	8720250...	RB4 2/6 ACT# 000087 MARCH 2025 INTERNET	44.99	
		OUTSIDE SERVICES	64400	VICTORIA AIR CONDITIONING LTD	8296	C6271	RB4 1/31 QUARTERLY A/C MAINT- 2 OF 4	454.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617855...	RB4 2/4 ACT# 361-785-5602-092404-5 FAX 2/4- 3/3	73.58	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4218600...	RB4 1/22 UNIFORMS	102.11	
			66590	CINTAS CORPORATION LOC. 083	958	4219331...	RB4 1/29 UNIFORMS	102.11	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2107753	M# 130873968 PCT4 WHSE KWH 960	104.14	
			66600	SHELL ENERGY SOLUTIONS	71180	2107753	M# 150167413 PCT4 KWH 2366	239.93	
			66600	SHELL ENERGY SOLUTIONS	71180	2107753	M# 154674489 RB4 HARBOR RD KWH 7175	409.74	
			66600	SHELL ENERGY SOLUTIONS	71180	2107753	M#134555776 PCT4 GREENLAKE KWH 0	5.71	
			66600	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED 105 W DALLAS AVE KWH 155	25.04	

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			66600	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED PCT4 #1 KWH 104	19.67	
			66600	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED PCT4 KWH 104	25.64	
			66600	SHELL ENERGY SOLUTIONS	71180	2107753	UNMETERED PCT4 SEC LT KWH 39	12.69	
		UTILITIES-PARKS	66614	SHELL ENERGY SOLUTIONS	71180	2107753	M# 143749742 PCT4 GREENLAKE KWH 0	8.28	
ROAD AND BRIDGE-PRECINCT #4	Total 570							61,710.70	0.00
SHERIFF	760	GENERAL OFFICE SUPPLIES	53020	NOTARY PUBLIC UNDERWRITERS	5414	PO7602...	SO 2/3 NOTARY STAMP, BOOK	45.95	
		LAW ENFORCEMENT SUPPLIES	53430	TRANSUNION RISK & ALTERNATIVE	8168	2953082...	SO 2/1 JAN 2025 SEARCHES	254.00	
		TIRES AND TUBES	53520	CROSSROADS TIRE SERVICE LLC	7059	4000869	SO 1/31 MNT/BAL TIRES- U9	164.99	
			53520	CROSSROADS TIRE SERVICE LLC	7059	4000896	SO 1/31 MNT/DISMNT TIRE- U45	45.00	
		AUTOMOTIVE REPAIRS	60360	KNEUPPER CARROLL	3678	49748	SO 1/29 OIL CHG- OSG13	118.94	
			60360	KNEUPPER CARROLL	3678	49750	SO 1/29 OIL CHG- U6	118.94	
			60360	KNEUPPER CARROLL	3678	49754	SO 1/30 OIL CHG- U20	118.94	
			60360	KNEUPPER CARROLL	3678	49834	SO 2/1 OIL CHG- OSG8	148.22	
			60360	KNEUPPER CARROLL	3678	49857	SO 2/3 OIL CHG- U19	167.21	
			60360	CROSSROADS TIRE SERVICE LLC	7059	4000836	SO 1/24 TRANS TORQUE- OSG1	167.99	
			60360	CROSSROADS TIRE SERVICE LLC	7059	4000869	SO 1/31 OIL CHG, STRUTS, BRAKES, ROTORS- U9	1,752.92	
			60360	CROSSROADS TIRE SERVICE LLC	7059	4000896	SO 1/31 STABILIZER BAR- U45	662.40	
			60360	COWAN COBY D	772	6444	SO 1/28 TOW- U41	80.00	
			60360	VICTORIA COMMUNICATION SERVICE	8229	VIC5127...	SO 1/30 CHECK RAIDO- U9/U10	75.00	
			60360	VICTORIA COMMUNICATION SERVICE	8229	VIC5127...	SO 1/31 REPAIR LIGHTS WIRING- U19	450.00	

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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			60360	CARY'S TIRE & AUTOMOTIVE LLC	89820	31270	SO 1/30 BULB, CHNG TRANS FLUID- U48	1,789.53	
		COPIER RENTALS	61310	GREAT AMERICA FINANCIAL	2751	38464724	SO 2/3 ANNUAL COPIER LEASE	2,340.00	
		MACHINE MAINTENANCE	63500	AZALIA BONUZ, TAX ASSESSOR	4042	1437600...	SO 2/3 REGISTRATION	7.50	
			63500	AZALIA BONUZ, TAX ASSESSOR	4042	1437649...	SO 2/3 REGISTRATION	7.50	
		TRAINING TRAVEL OUT OF COUNTY	66316	WALTHER JAMES	EM...	PO7602...	SO 1/30 TRAVEL REIMB- PHARR, TX 1/29- 1/30	311.12	
SHERIFF	Total 760							8,826.15	0.00
SOIL AND WATER CONSERVATION	120	CONTRIBUTION TO EXPENSE	61280	CALHOUN COUNTY SOIL & WATER	9999	PO1202...	SOIL & WATER CONSERVATION 2/5 2025 CONTRIBUTION TO EXPENSE	7,750.00	
SOIL AND WATER CONSERVATION	Total 120							7,750.00	0.00
WASTE MANAGEMENT	380	MACHINERY PARTS/SUPPLIES	53210	DOGGETT HEAVY MACHINERY SERV	234	W32021	WASTE MGMT 2/4 PIN FASTEN, WASHER, RING, KIT- BACKHOE	354.59	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	WASTE MGMT 1/6 BATTERY	122.25	
		MACHINERY/EQUIPMENT REPAIRS	63530	CROSSROADS TIRE SERVICE LLC	7059	4000883	WASTE MGMT 2/3 REPL TIRE- BACKHOE	451.40	
WASTE MANAGEMENT	Total 380							928.24	0.00

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2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	OTHER SERVICES	64320	SILVERBACK SOLUTIONS LLC	3887	202335/...	AIRPORT 2/6 ANNUAL SEPTIC SVC CONTRACT 2/20/25- 2/20/26	330.00	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2107753	M# 119414778 RUNWAY LTS KWH 2993	301.42	
			66600	SHELL ENERGY SOLUTIONS	71180	2107753	M# 162885605 AIRPORT KWH 132	21.23	
			66600	SHELL ENERGY SOLUTIONS	71180	2107753	M# 200574860 AIRPORT KWH 7	8.79	
NO DEPARTMENT	Total 999							661.44	0.00

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2716 - GRANTS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	2016714	CALCO 2/10 FEB 2025 PREMIUMS	10.57	
		PROGRAMS: SUMMER/AUTHOR VISITS	64970	RAPID PRINTING & DESIGN LLC	79120	27149	LIBRARY 1/10 VINYL BANNER	30.00	
NO DEPARTMENT	Total 999							40.57	0.00

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2736 - POC COMMUNITY CENTER

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	2016714	CALCO 2/10 FEB 2025 PREMIUMS	1.16	
		REPAIRS-P.O.C. COMMUNITY CENTER	65482	VICTORIA AIR CONDITIONING LTD	8296	C6269	POCCC 1/31 QTLY A/C MAINT 4 OF 4	740.00	
NO DEPARTMENT	Total 999							741.16	0.00

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 5149 - CPRJ-OLIVIA HATERIUS PARK IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES	53974	COASTAL NAIL & TOOL LLC	9070	2501160...	CMP-OHP IMPR 1/28 SCREWS FOR PICNIC AREA	125.00	
NO DEPARTMENT	Total 999							125.00	0.00

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 5266 - CPRJ-SWAN POINT BULKHEAD IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEERING SERVICES	62454	URBAN ENGINEERING	8044	17530	CAP PROJ 1/30 SWAN POINT BULKHEAD IMPR ENG SVCS	2,751.88	
NO DEPARTMENT	Total 999							2,751.88	0.00

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 7750 - MISCELLANEOUS CLEARING FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHER GOVERNMENTS	20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2025F...	TAX A/C 2/7 JAN 2025 TAX COLLECS	1,310.00	
			20749	CALHOUN CO. WATER CONTROL	895	PO2025F...	TAX A/C 2/7 JAN 2025 TAX COLLECS	264,876.73	
NO DEPARTMENT	Total 999							266,186.73	0.00

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9200 - JUVENILE PROBATION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	2016714	CALCO 2/10 FEB 2025 PREMIUMS	37.00	
		ACCRUED INSURANCE-UNIVERSAL LIFE	20562	TRUSTMARK	8169	02152025	CALCO 2/10 FEB 2025 PREMIUMS	96.44	
		ACCRUED INSURANCE-LIFE/LONG TERM CARE	20568	COMBINED INSURANCE, A CHUBB	542	PO0210...	CALCO 2/10 FEB 2025 PREMIUMS	45.74	
		PHOTO COPIES/SUPPLIES	53030	DEWITT POTH & SON LLC	3379	7796130	JUV PROB 1/6 COPIER COUNT 12/4- 1/3	18.46	
		ELECTRONIC MONITORING	62380	SATELLITE TRACKING OF	6374	STPINV...	JUV PROB 1/31 JAN 2025 ELEC MONITORING SVCS	270.00	
		FAMILY CONFLICT RESOLUTION&SKILLS TRAINI	62567	MOTION BEHAVIORAL HEALTH LLC	50480	PO7401...	JUV PROB 1/31 JAN 2025 SKILLS TRAINING	3,333.33	
		MEDICAL/DENTAL FEES	63776	VICTORIA REGIONAL JUVENILE	8249	132025	JUV PROB 2/3 JAN 2025 MEDICAL SVCS (1) JUV	417.00	
		PREVENTION & INTERVENTION - GRANT S	64839	LIBERTY RESOURCES	1634	10125	JUV PROB 1/31 JAN 2025 PARTNERS ASSURING SCHOOL SUCCESS	5,000.00	
		RESIDENTIAL SERVICE-MENTAL HEALTH SERVIC	65545	VICTORIA REGIONAL JUVENILE	8249	132025	JUV PROB 2/3 JAN 2025 POST SPECIALIZED SVCS (1) JUV	7,750.00	
NO DEPARTMENT	Total 999							16,967.97	0.00
Report Total								895,205.93	10.21