



March 27, 2024

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:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
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 Richard Meyer

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese
Texas Flag: Commissioner Vern Lyssy

4. General Discussion of Public Matters and Public Participation.

n/a

5. Approve the minutes of the March 20, 2024 regular meetings. (RHM)

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

6. Consider and take necessary action to proclaim the month of April, 2024 as Child Abuse Prevention Month. (RHM)

Maria Walton with The Harbor spoke. Judge Meyer read proclamation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Richard Meyer, County Judge
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

7. Consider and take necessary action to proclaim the month of April, 2024 as Sexual Assault Awareness Month. (RHM)

Jennifer Hahn with The Harbor spoke. Judge Meyer read proclamation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Richard Meyer, County Judge
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

8. Consider and take necessary action to accept the attached list of donations to the Calhoun County Library for the months of January and February. (RHM)

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

9. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Surplus/Salvage for the months of January and February. (RHM)

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

10. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Waste for the months of January and February. (RHM)

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

11. Consider and take necessary action to approve reappointment of the following Memorial Medical Center Board Members for another term April, 2024 – March, 2026. (RHM)

- Michael Chavana
- Shelia Dierschke
- Dallas Franklin
- Kay McPherson
- Reynaldo Tuazon

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

12. Consider and take necessary action to close a portion of Main Street in Port O'Connor, Texas from the intersection of 2nd Street/State Highway 185 & Main Street; west 150 feet on May 25, 2024; and July 13, 2024 for street dances. (GDR)

John Harper asked the court to consider approving and asked to add July 6th to the list of dates for Street Dances.

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

13. Consider and take necessary action to authorize Kathy Pullin, sponsor of "Give Domestic Violence the Boot", to use King Fisher Beach Pavilion. September 27 - 28, 2024 for the annual fundraiser benefiting Calhoun County Harbor Children's Alliance. (GDR)

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

14. Consider and take necessary action to approve the Specifications and Contract Documents for Bid No. 2024.05 Seadrift Drainage Improvements Project for Calhoun County, Texas - Texas General Land Office Contract No. 22-085-014-D245 and to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, April 16, 2024 at Calhoun County Precinct #4 Office. Sealed Bids will be due before 2:00:00 pm, Thursday, May 9, 2024 at the County Judge's Office. (GDR)

Scott and Marla with G&W explained specifications of 6 million dollar project.

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

15. Consider and take necessary action to transfer to IT and remove from inventory from Precinct 4 Road & Bridge inventory number 24-0478, Lenovo Yoga Laptop. (GDR)

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

16. Consider and take necessary action accept the Supplemental Agreement for Professional Services in the amount of \$5,900 with Urban Engineering for Cultural Resources Services for Green Lake Park Development Phase 1, and authorize Judge Meyer to sign all documentation. (GDR)

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

17. Consider and take necessary action to approve the Letter of Agreement to retain Higgins, Inc. as the Architect for the First Responder Training Facility building project and authorize the Director of EMS to sign this agreement. (RHM)

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

18. Consider and take necessary action to add "IT Certification" as a special license paid at the same rate as the Paramedic License (\$0.58/hr) and added to the License Differential list. Approval of qualifying certifications will be at the discretion of the County IT Director when individuals are recommended by a Department head. (RHM)

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

19. Discuss and take necessary action to renew aerobic septic system service contract for Six Mile Volunteer Fire Department with Victoria Precision Products and allow Commissioner Vern Lyssy to sign. (VLL)

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

20. Consider and take necessary action to award qualified bidder on Bid No. 2024.04 Recycle Waste Transfer Station Project and allow Commissioner Vern Lyssy to sign any and all paperwork. (VLL)

**Scott Mason explained and gave the court his recommendation.
Commissioners' awarded bid to ConMetal Contractors.**

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

21. Accept Monthly Reports from the following County Offices:

i. Calhoun County Tax Assessor – February 2024

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

22. Consider and take necessary action on any necessary budget adjustments. (RHM)

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

23. Approval of bills and payroll. (RHM)

MMC Bills	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Indigent Healthcare

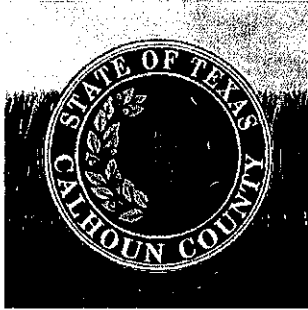
RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

County Bills

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

Adjourned 10:50am

AGENDA



Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, 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, March 27, 2024 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

AT 9:57 FILED 0 O'CLOCK A M

The subject matter of such meeting is as follows:

1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Approve the minutes of the March 20, 2024 regular meetings. (RHM)
6. Consider and take necessary action to proclaim the month of April, 2024 as Child Abuse Prevention Month. (RHM)
7. Consider and take necessary action to proclaim the month of April, 2024 as Sexual Assault Awareness Month. (RHM)
8. Consider and take necessary action to accept the attached list of donations to the Calhoun County Library for the months of January and February. (RHM)
9. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Surplus/Salvage for the months of January and February. (RHM)
10. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Waste for the months of January and February. (RHM)

MAR 22 2024

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS

DEPUTY: *Karla Perera*

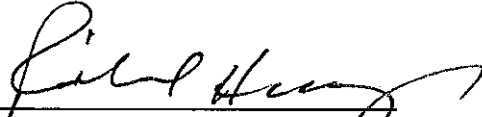
11. Consider and take necessary action to approve reappointment of the following Memorial Medical Center Board Members for another term April, 2024 – March, 2026. (RHM)
 - Michael Chavana
 - Shelia Dierschke
 - Dallas Franklin
 - Kay McPherson
 - Reynaldo Tuazon
12. Consider and take necessary action to close a portion of Main Street in Port O'Connor, Texas from the intersection of 2nd Street/State Highway 185 & Main Street; west 150 feet on May 25, 2024; and July 13, 2024 for street dances. (GDR)
13. Consider and take necessary action to authorize Kathy Pullin, sponsor of "Give Domestic Violence the Boot", to use King Fisher Beach Pavilion. September 27 - 28, 2024 for the annual fundraiser benefiting Calhoun County Harbor Children's Alliance. (GDR)
14. Consider and take necessary action to approve the Specifications and Contract Documents for Bid No. 2024.05 Seadrift Drainage Improvements Project for Calhoun County, Texas - Texas General Land Office Contract No. 22-085-014-D245 and to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, April 16, 2024 at Calhoun County Precinct #4 Office. Sealed Bids will be due before 2:00:00 pm, Thursday, May 9, 2024 at the County Judge's Office. (GDR)
15. Consider and take necessary action to transfer to IT and remove from inventory from Precinct 4 Road & Bridge inventory number 24-0478, Lenovo Yoga Laptop. (GDR)
16. Consider and take necessary action accept the Supplemental Agreement for Professional Services in the amount of \$5,900 with Urban Engineering for Cultural Resources Services for Green Lake Park Development Phase 1, and authorize Judge Meyer to sign all documentation. (GDR)
17. Consider and take necessary action to approve the Letter of Agreement to retain Higgins, Inc. as the Architect for the First Responder Training Facility building project and authorize the Director of EMS to sign this agreement. (RHM)
18. Consider and take necessary action to add "IT Certification" as a special license paid at the same rate as the Paramedic License (\$0.58/hr) and added to the License Differential list. Approval of qualifying certifications will be at the discretion of the County IT Director when individuals are recommended by a Department head. (RHM)
19. Discuss and take necessary action to renew aerobic septic system service contract for Six Mile Volunteer Fire Department with Victoria Precision Products and allow Commissioner Vern Lyssy to sign. (VLL)
20. Consider and take necessary action to award qualified bidder on Bid No. 2024.04 Recycle Waste Transfer Station Project and allow Commissioner Vern Lyssy to sign any and all paperwork. (VLL)

21. Accept Monthly Reports from the following County Offices:

i. Calhoun County Tax Assessor – February 2024

22. Consider and take necessary action on any necessary budget adjustments. (RHM)

23. Approval of bills and payroll. (RHM)

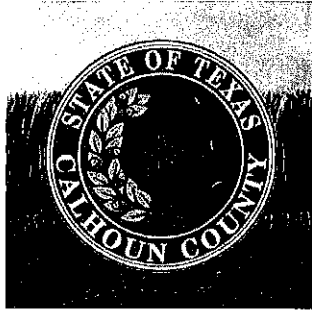

Richard H. Meyer, County Judge
Calhoun County, Texas

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 at all times. 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.

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5. Approve the minutes of the March 20, 2024 regular meetings. (RHM)

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

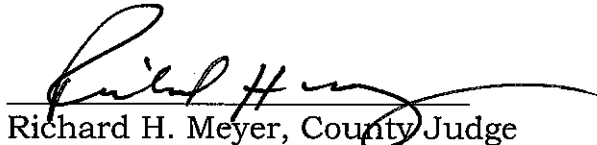


Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

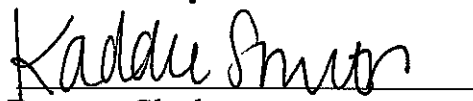
The Commissioners' Court of Calhoun County, Texas met on Wednesday,
March 20, 2024, at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse
at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

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


Richard H. Meyer, County Judge
Calhoun County, Texas

3-27-2024
Date

Anna Goodman, County Clerk


Deputy Clerk

3-27-24
Date





March 20, 2024

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:

Richard Meyer
David Hall
Vern Lyssy
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 10am by Judge Richard Meyer.

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

US Flag: Commissioner Gary Reese
Texas Flag: Commissioner Vern Lyssy

4. General Discussion of Public Matters and Public Participation.

n/a

5. Approve the minutes for the March 6, 2024 and March 13, 2024, regular meetings. (RHM)

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

6. Consider and take necessary action to approve Consulting and GASB 84 Services with StevenLCrain Consulting, LLC and authorize the County Judge or County Auditor to sign engagement letters. (RHM)

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

7. Consider and take necessary action to add "IT Certification" as a special license paid at the same rate as the Paramedic License (\$0.58/hr) and add to the License Differential list. (RHM)

pass

8. Consider and take necessary action to request that the County Auditor conduct the audit of Sheriff's FY 2023 Asset Forfeiture Funds as required by Code of Criminal Procedure Article 59.06 and sign. (RHM)

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

9. Consider and take necessary action to accept and have Judge Meyer sign the memorandum of understanding with Lavaca County to house inmates at the Calhoun County Jail at the rate of \$55.00 per day. (RHM)

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

10. 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. (RHM)

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

11. Consider and take necessary action on surplus/salvage of attached list from Road and Bridge, Precinct #1. (DEH)

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

12. Consider and take necessary action on closing a portion of a public beach, Miller Point Pavilion, for one day as provided by Texas Local Government Code Section 24.902 for Crystal Patterson on May 11th, 2024 for one day. (DEH)

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

13. Consider and take necessary action to approve Change Order No. 7 for the Calhoun County Combined Dispatch Facility Project for Calhoun County, Texas and authorize County Judge to sign. (DEH)

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

14. Consider and take necessary action to accept donation to the County Historical Commission for the Half Moon Reef Lighthouse from Jay Cuellar in the amount of \$20.00. (RHM)

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

15. Consider and take necessary action to accept the insurance proceed check from TAC in the amount of \$2,316.41 (4816.41 – 2,500.00 deductible) for damages to a Sheriff Office Vehicle on 02/21/2024. (RHM)

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

16. Consider and take necessary action to adopt a Resolution appointing the Chief Appraiser (or his/her designee) of the Calhoun County Appraisal District to calculate the tax rates for the 2024 tax roll. (RHM)

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

17. Consider and take necessary action to approve the Preliminary Plat American Townsite Subdivision, Tracts 452X and 453X, Resubdivision No. 1. (GDR)

Terry Ruddick explained the preliminary plat

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

18. Consider and take necessary action to approve the name change of a section of Boyd Road between Farik Road and Whatley Road, to Mae Belle Cassel Road. (GDR)

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

19. Consider and take necessary action to approve the Preliminary Plat of the Cady Subdivision, (Replat of Lot 1100B of the Repat of Lot 1100 of the American Townsite Company Subdivision - Slide 696A of the Calhoun County Plat Records) Basibio Maldonado Survey, Abstract No. 19 Calhoun County, Texas. (GDR)

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

20. Public hearing on Petition to vacate a part of Tract 20 of the Phillips Investment Company Subdivision according to the plat recorded in Volume Z, Page 35 of the Calhoun County Plat Records. (VLL)

Regular session Closed at 10:33am
Henry Danysh explained petition to vacate
Regular session Opened at 10:34am

21. Consider and take necessary action to vacate a part of Tract 20 of the Phillips Investment Company Subdivision according to the plat recorded in Volume Z, Page 35 of the Calhoun County Plat Records. (VLL)

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

22. Consider and take necessary action to approve the Preliminary Plat of Chavana Subdivision. (VLL)

Henry Danysh explained the preliminary plat.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Vern Lyssy, Commissioner Pct 2
SECONDER: Joel Behrens, Commissioner Pct 3
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

23. Consider and take necessary action to approve the Preliminary Plat of Thigpen Subdivision. (VLL)

Henry Danysh explained the preliminary plat.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Vern Lyssy, Commissioner Pct 2
SECONDER: David Hall, Commissioner Pct 1
AYES: Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

24. Consider and take necessary action to submit the application for renewal of the General Land Office Coastal Lease, GLO ID: CL20040003, and allow Commissioner Vern Lyssy to sign any and all paperwork. (VLL)

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

25. Accept Monthly Reports from the following County Offices:

i. Calhoun County Clerk – February 2024

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

26. Consider and take necessary action on any necessary budget adjustments. (RHM)

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

27. Approval of bills and payroll. (RHM)

MMC Bills	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

County Bills 2024:	
RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Adjourned 10:42am

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6. Consider and take necessary action to proclaim the month of April, 2024 as Child Abuse Prevention Month. (RHM)

Maria Walton with The Harbor spoke. Judge Meyer read proclamation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Richard Meyer, County Judge
SECONDER:	Vern Lyssy, Commissioner Pct 2
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Child Abuse Prevention Month

Proclamation

Whereas child abuse prevention is a community problem and finding solutions depends on involvement among people throughout the community; and

Whereas statistics of children who are abused and neglected escalate each year; and

Whereas the effects of child abuse are felt by whole communities and need to be addressed by the entire community; and

Whereas effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, religious organizations, law enforcement agencies and the business community; and

Whereas youth-serving prevention programs offer positive alternatives for young people and encourage youth to develop strong ties to their community; and

Whereas all citizens should become more aware of child abuse and its prevention within the community, and to become involved in supporting parents to raise their children in a safe, nurturing environment;

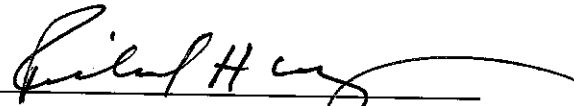
Now, therefore, we, the Commissioners' Court of Calhoun County, Texas, do hereby proclaim the month of April 2024 as **Child Abuse Prevention Month** in all of Calhoun County, Texas and we commend this observation to all citizens.

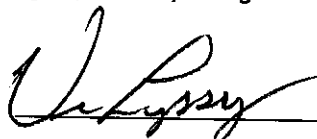
Approved this 27th day of March 2024.



David Hall

Calhoun County Commissioner, Pct. 1



Richard H. Meyer, County Judge

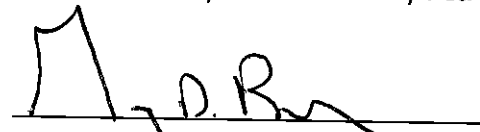
Vern Lyssy

Calhoun County Commissioner, Pct. 2



Joel M. Behrens

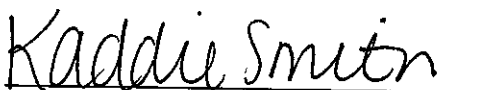
Calhoun County Commissioner, Pct. 3



Gary Reese

Calhoun County Commissioner, Pct. 4

Attest: Anna Goodman, County Clerk



Kaddie Smith

By: Deputy Clerk



7

7. Consider and take necessary action to proclaim the month of April, 2024 as Sexual Assault Awareness Month. (RHM)

Jennifer Hahn with The Harbor spoke. Judge Meyer read proclamation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Richard Meyer, County Judge
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

Sexual Assault Awareness Month

Proclamation

Whereas sexual assault affects every person of Calhoun County, Texas, as a victim, survivor or as a family member, significant other, neighbor or coworker of a victim or of a survivor; and

Whereas many citizens of Calhoun County, Texas are working to provide quality services and assistance to sexual assault survivors; and dedicated volunteers help staff 24-hour hotlines, respond to emergency calls and offer support, comfort and advocacy during medical exams, criminal proceedings, and throughout the healing process; and

Whereas Calhoun County, Texas staff and volunteers of sexual assault programs are promoting prevention education by offering training to schools, churches, and civic organizations, as well as medical, mental health, law enforcement, education and criminal justice personnel regarding sexual assault issues; and

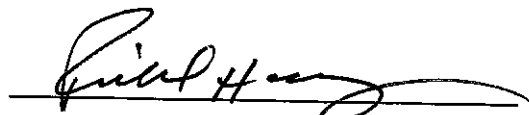
Whereas it is vitally important that continued education efforts to provide information about prevention and services for sexual assault be supported and enhanced; and

Whereas it is critical to intensify public awareness of sexual assault, to educate people about the need for citizen involvement in efforts to reduce sexual violence, to increase support for agencies providing sexual assault services, and to increase awareness of the healing power of creative expression; and

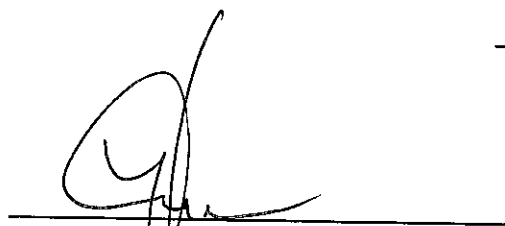
Whereas The Harbor requests public support and assistance as it continues to work toward a society where all women, children and men can live in peace, free from violence and exploitation;

Now, therefore, we, the Commissioners' Court of Calhoun County, Texas do hereby proclaim the month of April 2024 as **Sexual Assault Awareness Month** in all of Calhoun County, Texas and we commend this observation to all citizens.

Approved this 27th day of March 2024.

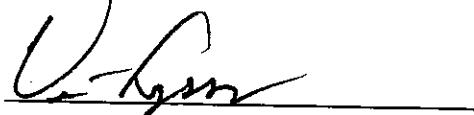


Richard H. Meyer, County Judge



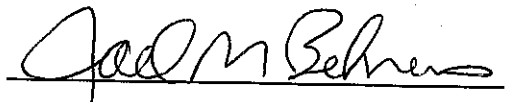
David Hall

Calhoun County Commissioner, Pct. 1



Vern Lyssy

Calhoun County Commissioner, Pct. 2



Joel M. Behrens

Calhoun County Commissioner, Pct. 3

Attest: Anna Goodman, County Clerk

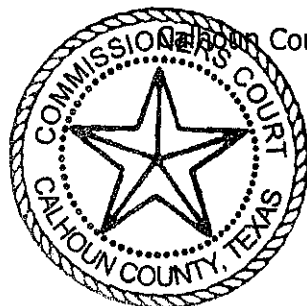


By: Deputy Clerk



Gary D. Reese

Calhoun County Commissioner, Pct. 4



8

8. Consider and take necessary action to accept the attached list of donations to the Calhoun County Library for the months of January and February. (RHM)

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

Calhoun County Public Library System

(361) 552-7323

200 W. Mahan

Port Lavaca, Texas 77979

Report January 2024

The following materials have been donated to the Calhoun County Public Library System during the month of **January 2024**

Books

56

5

1

1

4

1

1

Donor

Unknown

Norma Lutraan

Charles Willoughby

Kim Smith

Linda Ward

Linda Orrick

Wanda Flisowski

Paperbacks

32

1

1

Donor

Unknown

Nedra Rutherford

Mary Oats

DVD

23

Donor

Unknown

Others

\$50.00

Donor

HEB Donation

Calhoun County Public Library System

(361) 552-7323
200 W. Mahan
Port Lavaca, Texas 77979

Report February 2024

The following materials have been donated to the Calhoun County Public Library System during the month of **February 2024**

Books

200

2

1

4

Donor

Unknown

Barry Hunter

Pat Ekstrom

Charles Willoughby

Paperbacks

19

8

Donor

Unknown

Michelle Brown

DVD

5

Donor

Barry Hunter

Others

28 Magazines

Donor

Arpitha Prasad

9

9. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Surplus/Salvage for the months of January and February. (RHM)

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

Calhoun County Public Library System

(361) 552-7323

200 W. Mahan

Port Lavaca, Texas 77979

Report January 2024

I would like the following to be declared **Surplus/Salvage**

21 Books

18 Paperback

19 DVDs

Calhoun County Public Library System

(361) 552-7323

200 W. Mahan

Port Lavaca, Texas 77979

Report February 2024

I would like the following to be declared **Surplus/Salvage**

42 Books

9 Pbks

10

10. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Waste for the months of January and February. (RHM)

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

Calhoun County Public Library System

(361) 552-7323

200 W. Mahan

Port Lavaca, Texas 77979

Report January 2024

I would like the following items to be declared **waste**

3 Books

8 Pbk

Calhoun County Public Library System

(361) 552-7323

200 W. Mahan

Port Lavaca, Texas 77979

Report February 2024

I would like the following items to be declared waste

28 Books

11

11. Consider and take necessary action to approve reappointment of the following Memorial Medical Center Board Members for another term April, 2024 – March, 2026. (RHM)

- Michael Chavana
- Shelia Dierschke
- Dallas Franklin
- Kay McPherson
- Reynaldo Tuazon

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

Consider and take necessary action to approve reappointment of the following Memorial Medical Center Board Members for another term April, 2024 – March, 2026.

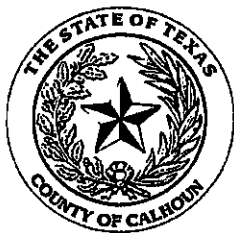
- Michael Chavana
- Shelia Dierschke
- Dallas Franklin
- Kay McPherson
- Reynaldo Tuazon

12

12. Consider and take necessary action to close a portion of Main Street in Port O'Connor, Texas from the intersection of 2nd Street/State Highway 185 & Main Street; west 150 feet on May 25, 2024; and July 13, 2024 for street dances. (GDR)

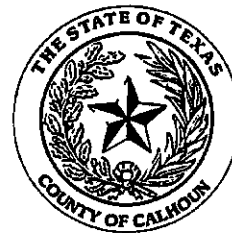
John Harper asked the court to consider approving and asked to add July 6th to the list of dates for Street Dances.

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



Gary D. Reese

County Commissioner
County of Calhoun
Precinct 4



March 18, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for March 27, 2024.

- Consider and take necessary action to close a portion of Main Street in Port O'Connor, Texas from the intersection of 2nd Street/State Highway 185 & Main Street; west 150 feet on May 25, 2024; July 6, 2024; and July 13, 2024 for street dances.

Sincerely,

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

Gary D. Reese

GDR/at

Unsteadiness

March 18, 2024

Dear Commissioner Reese,

I am requesting permission to close half of 2nd Street and Main Street in Port O'Connor, Texas to have street dances on May 25, 2024; July 6, 2024; and July 13, 2024.

We would like to have outdoor dances as we have in past years with portions of the proceeds going to benefit the POC Volunteer Fire Department, fireworks, etc.

Liability insurance has been supplied.

Thank you,

John Harper

Client#: 1979740

KIMBE OIL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 855 874-1450	CONTACT NAME: Will Nikodym PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: will.nikodym@usi.com																					
INSURED Kimber Oilfield Services, LLC; Daddy PI P.O. Box 490 Carrizo Springs, TX 78834	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Indian Harbor Insurance Company</td><td>36940</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Indian Harbor Insurance Company	36940	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

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.

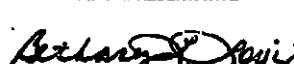
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			OLS21981124	11/02/2023	11/02/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

General Liability Policy includes Additional Insured endorsement forms CG2010 0704 / CG2037 0704 and Waiver of Subrogation endorsement form CG2404 0509, each on a blanket basis when required by written contract. General Liability Policy includes 30 Day Notice of Cancellation endorsement form SLGL417 0617 on a blanket basis when required by written contract. General Liability policy is Primary and Noncontributory when required by written contract, subject to form CG2001 0413. General Liability policy includes endorsement (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Calhoun County 202 S. Ann St. Sta. B 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 

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DESCRIPTIONS (Continued from Page 1)

form SLGL624 0617 Pollution Exclusion- Exception for Extended Time Element- \$1M limit and endorsement form
CG2262 0509 Underground Resources & Equipment Coverage- \$1M limit.

13

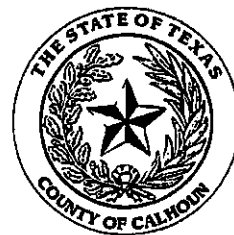
13. Consider and take necessary action to authorize Kathy Pullin, sponsor of "Give Domestic Violence the Boot", to use King Fisher Beach Pavilion. September 27 - 28, 2024 for the annual fundraiser benefiting Calhoun County Harbor Children's Alliance. (GDR)

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



Gary D. Reese

*County Commissioner
County of Calhoun
Precinct 4*



March 19, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

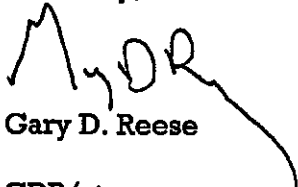
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for March 27, 2024.

- Consider and take necessary action to authorize Kathy Pullin, sponsor of "Give Domestic Violence the Boot", to use King Fisher Beach Pavilion September 27 – 28, 2024 for the annual fundraiser benefiting Calhoun County Harbor Children's Alliance.

Sincerely,


Gary D. Reese

GDR/at

April Townsend

From: pullinpremiumbbq@gmail.com (Kathy Pullin) <pullinpremiumbbq@gmail.com>
Sent: Tuesday, March 19, 2024 12:39 PM
To: nancy.pomykal
Cc: Gary Reese; April Townsend; m.walton@theharborvc.org
Subject: Re: Give Domestic Violence the Boot September 28- 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning all,

We are very excited about this year! Just a simple correction I will begin set up on the 27th, with the event being the 28th.

Thank you all for your support!

On Tue, Mar 19, 2024, 11:42 AM nancy.pomykal <nancy.pomykal@calhouncotx.org> wrote:

Good morning ,

I hope you are doing well this beautiful first day of Spring. (59 degrees ?) Everything in POC is good. (well, maybe not everyone) that's why my office is starting to get real busy. Lol!

This email is a reminder that Pit Master, Kathy Pullin , sponsor of "Give Domestic Violence the Boot" has scheduled her third Calhoun County fundraiser for Saturday, September 28, 2024, at the Kingfisher Beach Pavilion. She will need the pavilion on Friday, September 28 as well, to set up and prepare the venue. Her goal is to make this fundraiser an annual event on the last Saturday of September at the same location. More and more people are getting involved and that's a good thing. The funds go to Calhoun County Harbor Children's Alliance and Victim Center to help victims of Domestic Violence and eventually build a shelter for those in need. It is truly a deserving cause.

I am requesting the location proposal be placed on the Commissioner's Court next agenda for approval. I do understand that the event will need Commissioner's Court approval each year. That can be arranged with no problem. Your assistance is sincerely appreciated. If you have any questions or concerns please contact me at the above email address or give me a call.

Best regards,

Judge Nancy Pomykal

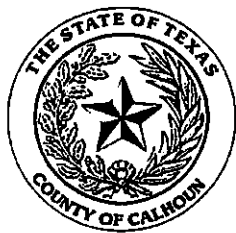
Justice of the Peace Pct. 5

14

14. Consider and take necessary action to approve the Specifications and Contract Documents for Bid No. 2024.05 Seadrift Drainage Improvements Project for Calhoun County, Texas - Texas General Land Office Contract No. 22-085-014-D245 and to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, April 16, 2024 at Calhoun County Precinct #4 Office. Sealed Bids will be due before 2:00:00 pm, Thursday, May 9, 2024 at the County Judge's Office. (GDR)

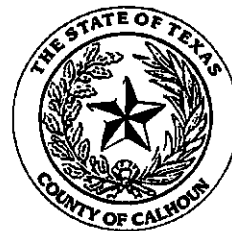
Scott and Marla with G&W explained specifications of 6 million dollar project.

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



Gary D. Reese

*County Commissioner
County of Calhoun
Precinct 4*



March 21, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for March 27, 2024.

- Consider and take necessary action to approve the Specifications and Contract Documents for Bid No. 2024.05 Seadrift Drainage Improvements Project for Calhoun County, Texas – Texas General Land Office Contract No. 22-085-014-D245 and to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, April 16, 2024 at Calhoun County Precinct #4 Office. Sealed Bids will be due before 2:00:00 pm, Thursday, May 9, 2024 at the County Judge's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "GDR", written over the printed name.

Gary D. Reese

GDR/at

Mae Belle Cassel

From: gking@gwengineers.com
Sent: Monday, March 25, 2024 10:50 AM
To: 'Gary Reese'
Cc: 'April Townsend'; 'demi.cabrera'; 'candice villarreal'; arnold.hayden@calhouncotx.org; 'Katy Sellers'; marlaj@gwengineers.com; 'Veronica Pauda'; smason@gwengineers.com; MaeBelle.Cassel@calhouncotx.org
Subject: RE: Request for Agenda Item - CDBG-MIT Bid Documents

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

The links below are for the plans and specifications for court approval on March 27th.

Specifications Link:

<https://www.dropbox.com/scl/fi/o024t5lydijpad7y4yqqt/FOR-COURT-APPROVAL-Seadrift-Drainage-Impr-Project-GLO-CDBG-MIT-No.-22-085-014-D245.pdf?rlkey=z57ykhc428a6meaagvtuykl3l&dl=0>

Plans Link:

<https://www.dropbox.com/scl/fi/fjo5dsefil08wftafy7e7/Full-plan-set-FOR-COURT-APPROVAL-Seadrift-Drainage-Impr-Project-D245.pdf?rlkey=kkfbb39ets2t19q0mbmba8341&dl=0>

Thank you,
Glynis King
G&W Engineers, Inc.
205 W. Live Oak
Port Lavaca, Texas 77979
361.552.4509

From: smason@gwengineers.com <smason@gwengineers.com>
Sent: Thursday, March 21, 2024 8:28 AM
To: Gary Reese <Gary.Reese@calhouncotx.org>
Cc: 'April Townsend' <april.townsend@calhouncotx.org>; 'demi.cabrera' <demi.cabrera@calhouncotx.org>; 'candice villarreal' <candice.villarreal@calhouncotx.org>; arnold.hayden@calhouncotx.org; 'Katy Sellers' <katy@ksbr-llc.com>; 'Glynis King' <gking@gwengineers.com>; marlaj@gwengineers.com; 'Veronica Pauda' <veronica@ksbr-llc.com>
Subject: Request for Agenda Item - CDBG-MIT Bid Documents
Importance: High

Commissioner Reese,

We would like to request an agenda item for the Seadrift GLO CDBG-MIT project for consideration of approval at the March 27, 2024 court meeting.

Consider and take necessary action to approve the Specifications and Contract Documents for Bid No. 2024.05 Seadrift Drainage Improvements Project for Calhoun County, Texas – Texas General Land Office Contract No. 22-085-014-D245 and to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, April 16, 2024 at Calhoun County Precinct #4 Office. Sealed Bids will be due before 2:00:00 pm, Thursday, May 9, 2024 at the County Judge's Office.

Marla is in conference and we plan to get her to sign the cover page to the contract documents tomorrow. After she signs we will send them to you along with the signed plans via a drop box link for the agenda packet.

Excited to kick this one off finally.

Thank you!

Scott P. Mason, P.E.

Lead Project Engineer
G&W Engineers, Inc.

CONTRACT DOCUMENTS

FOR

BID NO. 2024.05

**SEADRIFT DRAINAGE IMPROVEMENTS PROJECT
GLO CONTRACT NO. 22-085-014-D245**

FOR

CALHOUN COUNTY, TEXAS

MARCH 2024

A PROJECT FUNDED THROUGH A GENERAL LAND OFFICE (GLO)
CDBG--MITIGATION (MIT) GRANT – GLO CONTRACT NO. 22-085-014-D245

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • 361-552-4509

CONTRACT DOCUMENTS

FOR

BID NO. 2024.05

**SEADRIFT DRAINAGE IMPROVEMENTS PROJECT
GLO CONTRACT NO. 22-085-014-D245**

FOR

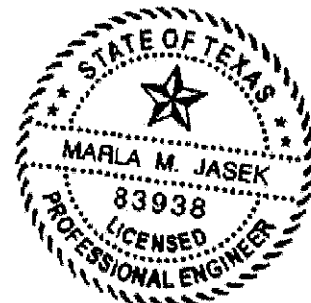
CALHOUN COUNTY, TEXAS

MARCH 2024

Prepared by:

G & W ENGINEERS, INC.
205 WEST LIVE OAK
PORT LAVACA, TEXAS 77979
(361) 552-4509

Approved By:



Marla Jasek, P.E.

Marla Jasek, P.E.
Texas Serial No. 83938
Date: 3/25/24

G & W Engineers, Inc.
Texas Registered Engineering Firm F-04188
Project No. 5310.013a

FORMS AND CONDITIONS FOR BID DOCUMENTS/CONSTRUCTION CONTRACTS

***Section 2 Items are to be completed and provided by all bidders with sealed bid.**

**** Please attach / include original bid bond as the last item in the sealed bid package.**

SECTION 1

1. Invitation for Bids
2. Instruction to Bidders for Construction
3. Equal Opportunity Guidelines for Construction Contractors
4. Calhoun County Section 3 Policy

SECTION 2

5. *Bid Schedule
6. *Specification Notes (Addendum Acknowledgement & Calendar Days)
7. *Statement of Bidder's Qualifications
8. *Conflict of Interest Questionnaire
9. *Certificate of Recovered Materials
10. *Certification Regarding Debarment & Suspension and Other Responsibility Matters
11. *Affidavit
12. *Certification of Bidder Regarding Civil Rights Laws and Regulations
13. *Contractor's Local Opportunity Plan
14. *Proposed Contracts Breakdown (expected subcontractors and labor classifications including Section 3 utilization)
15. *Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability
16. *Certification Regarding Lobbying
17. *Disclosure of Lobbying Activities and Instructions
18. *House Bill 89 Verification
19. *Residence Certification
20. *System for Award Management – (sam.gov)
21. *Bid Bond**

SECTION 3

22. Standard Form of Agreement for Construction Contracts
23. General Conditions for Construction
24. Calhoun County General Conditions
25. Minority/Female Goals
26. Federal Labor Standards Provisions
27. Title 29 – Labor
28. Concerning Labor Standards and Prevailing Wage Requirements
29. Project specific Davis-Bacon Wage Decision
30. GLO Signage Requirements
31. Certificate of Interested Parties Form 1295 and Instructions
32. Section 504 Certification
33. Child Support Statement
34. Document No. 00417 - Trench Safety Systems Indemnity Agreement
35. Payment Bond
36. Performance Bond
37. Certificate of Liability Insurance
38. Section 3 Clause
39. HUD Examples of Efforts to Offer Training and Employment Opportunities for Section 3 Residents
40. GLO New Hires Section 3 Monthly Compliance Report
41. CDBG-MIT Section 3 Brochure Information Sheet
42. GLO Assurances for Construction Programs
43. GLO General Affirmations
44. Attorney's Review Certification
45. Contractor's Final Payment Affidavit
46. Change Order Form
47. Certificate of Construction Completion (COCC)
48. Governing Technical Specifications & Special Provisions

SECTION 1

1. Invitation for Bids
2. Instruction to Bidders for Construction
3. Equal Opportunity Guidelines for Construction Contractors
4. Calhoun County Section 3 Policy

Invitation to Bid

Notice is hereby given that the Commissioners Court of Calhoun County, Texas will receive bids for:

Bid Number 2024.05 - Seadrift Drainage Improvements Project

The project shall consist of ditch improvements including vegetation removal, regrading, reshaping and channel liner; removal and replacement of culverts; installation of storm sewer; bridge construction and roadway reconstruction associated with the drainage improvements in Seadrift, Texas.

The Instructions for Bidders, Bid Form, Specifications, and other Contract Documents may be examined at G&W Engineers, Inc. at 205 W. Live Oak, Port Lavaca, TX 77979 and obtained from www.CivcastUSA.com. There is no charge to view or download the documents. Addendums and other announcements will be distributed via CivCastUSA to all plan holders.

A Pre-Bid Conference will be held at **10:00 am, Tuesday, April 16, 2024** starting at the Calhoun County Precinct #4 office, 104 East Dallas, Seadrift, Texas and continuing to the project site. Potential bidders are strongly urged to attend.

Sealed Bids may be hand delivered or mailed to:

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

All bids must be delivered to the Office of the Calhoun County Judge in a **sealed 9 x 12 or larger envelope and clearly marked on the outside of the envelope, or the UPS/FedEx/other Delivery Service envelope: Sealed Bid – Bid Number 2024.05 - Seadrift Drainage Improvements Project.**

Sealed Bids consisting of one (1) USB flash drive and one (1) original and four (4) printed copies of the complete bid and required forms are **DUE BEFORE 2:00:00 PM local time, THURSDAY MAY 9, 2024 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.** At this time, all bids will be publicly opened and read aloud in the conference room located in the County Judge's office.

It is the responsibility of the submitting bidder to ensure that their sealed bid is received in a timely manner. Calhoun County does not accept faxed or emailed bids. Calhoun County accepts no financial responsibility for any cost incurred by any bidder in the course of responding to the bid. Bids received after the date and time the bids are due will not be accepted and will be returned unopened, regardless of whether or not the delay was outside of the control of the submitting bidder.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the bid is received and the 2:00:00 pm deadline.

Bidders must submit with their bid a bid bond, issued by an acceptable surety, or a certified check, payable to Calhoun County, in the amount of not less than five percent (5%) of the total bid submitted. 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 and for the duration of the project.

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 sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's 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 full 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.

The successful bidder shall begin work on receipt of the Notice to Proceed and shall complete the work within the Contract Time. Work is subject to liquidated damages.

The project to be constructed will be financed with assistance from the General Land Office (GLO) under the U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation (CDBG-MIT) program and is subject to all applicable Federal and State laws and regulations. Attention is called to the fact that not less than, the federally determined prevailing Davis-Bacon and Related Acts wage rate, as issued by the Department of Labor and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Adherence to the Calhoun County Section 3 Policy is required for all contracts.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of age, race, color, religion, sex, sexual orientation, gender identity, national origin, handicapped status or limited English proficiency 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.

Candice Villarreal
County Auditor
Calhoun County, Texas

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

The project to be constructed will be financed with assistance from the General Land Office (GLO) under the U.S. Department of Housing and Urban Development Community Development Block Grant - Mitigation (CDBG-MIT) program and is subject to all applicable Federal and State laws and regulations. Calhoun County is the subrecipient of the grant funding and is hereby referred to as "County".

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. All questions about the meaning or intent of the Bidding Documents are to be submitted to the ENGINEER IN WRITING and must be received in the office of the ENGINEER no later than 5:00 pm, April 19, 2024. Such questions may be submitted on www.CivcastUSA.com Questions and Answers (Q&A). It is the Bidder's responsibility to verify receipt of such questions by the ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda and distributed via CivCastUSA to all plan holders.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

Any oral and other interpretations or clarifications provided by ENGINEER or OWNER at the pre-bid meeting will be without legal effect until a formal written Addenda is issued by ENGINEER.

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, Certification of Bidder Regarding Civil Rights Laws and Regulations, Certification of Efforts to comply with Section 3, Local Opportunity Plan, Conflict of Interest Questionnaire, Affidavit of Prime Bidder, Certification Regarding Lobbying and Disclosure of Lobbying Activities, Proposed Contract Breakdown, Certificate of Recovered Materials, Certification Regarding Debarment and Suspension and Other Responsibility Matters, System for Award Management (sam.gov) search, House Bill 89, Residence Certification, and the Statement of the Bidder's Qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project's contract number, name of bidder and the date and time of bid opening.
- d. The County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the County prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the County until the sealed bid is open.

7. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid [for contracts greater than \$100,000]. A certified check or bank draft payable to Calhoun County, Texas may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the County that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. Time for Receiving Bids

- a. Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

12. Submission of Bids

- a. All bids must be sealed in a 9 x 12 or larger envelope & clearly marked on the outside of the envelope, or the UPS/FedEx/other Delivery Service envelope: **Sealed Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245.**
- b. Bids shall consist of one (1) USB flash drive, one (1) original and four (4) printed copies of the complete bid and required forms which are **Due Before 2:00:00 pm, Thursday, May 9, 2024.**
- c. **Sealed Bids must be hand delivered or mailed to:**
Honorable Richard H. Meyer, County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979
- d. It is the responsibility of the submitting bidder to ensure that their sealed bid is received in a timely manner. Calhoun County does not accept faxed or emailed bids. Calhoun County accepts no financial responsibility for any cost incurred by any bidder in the course of responding to the bid. Bids received after the date and time the bids are due will not be accepted and will be returned unopened, regardless of whether or not the delay was outside of the control of the submitting bidder.
- e. The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the bid is received and the 2:00:00 pm deadline.

13. Opening of Bids

The County shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

14. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the County. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

15. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The County reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

- b. The County reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

16. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
 - Counties: If the contract is in excess of \$25,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the County may grant, shall constitute a default and the County may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the County for a refund.

17. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

18. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and other civil rights requirements.

19. Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

19. System for Award Management (SAM)

All contractors and subcontractors must be searched on www.sam.gov and cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the contractor.

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?

For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. Are construction contractors required to ensure a legal working environment for all employees?

Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?

No, two or more women should be assigned to each site when possible.

4. Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?

Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?

Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?

If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to GLO.

7. What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?

Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?

Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. Are any in-service training programs provided for staff to update the EEO policy?

At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. What recruitment efforts are made for Section 3 residents, minorities and women?

The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. Are any measures taken to encourage promotions for minorities and women?

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. Can women be excluded from utilizing any facilities available to men?

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

14. What efforts should be utilized to include minority and female contractors and suppliers?

Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

15. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?

No, the construction contractor is responsible for its own compliance.

16. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

17. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

CALHOUN COUNTY SECTION 3 POLICY

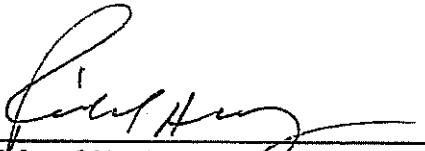
Calhoun County Section 3 Policy

In accordance with Section 3 of the U.S. Housing and Urban Development (HUD) Act, Calhoun County agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for low- and very low-income persons residing in the community in which HUD funds are spent and to businesses that provide economic opportunities for these persons.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the Calhoun County Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by HUD Community Development Block Grant (CDBG) awards through the use of public hearings and related advertisements; public notices; bidding advertisements and bid documents; solicitations and contracts; notification to local business organizations; local advertising media, including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general county procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through grant awards or contractors.
- F. Require that all prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. The County will monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit requested reports to the appropriate agency.
- G. Submit reports as required by a funding agency regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within federal fiscal year requirements that identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

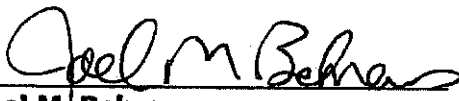
As officers and representatives of Calhoun County, we the undersigned have read and fully agree to this plan and become a party to the full implementation of the plan.

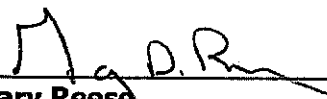
Approved this 17th day of February 2021.


Richard H. Meyer, County Judge

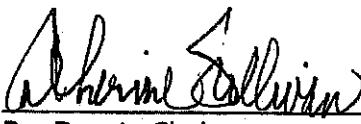

David Hall
Calhoun County Commissioner, Pct. 1


Vern Lyssy
Calhoun County Commissioner, Pct. 2


Joel M. Behrens
Calhoun County Commissioner, Pct. 3


Gary Reese
Calhoun County Commissioner, Pct. 4

Attest: Anna Goodman, County Clerk


By: Deputy Clerk



SECTION 2

5. *Bid Schedule
6. *Specification Notes (Addendum Acknowledgement & Calendar Days)
7. *Statement of Bidder's Qualifications
8. *Conflict of Interest Questionnaire
9. *Certificate of Recovered Materials
10. *Certification Regarding Debarment & Suspension and Other Responsibility Matters
11. *Affidavit
12. *Certification of Bidder Regarding Civil Rights Laws and Regulations
13. *Contractor's Local Opportunity Plan
14. *Proposed Contracts Breakdown (expected subcontractors and labor classifications including Section 3 utilization)
15. *Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability
16. *Certification Regarding Lobbying
17. *Disclosure of Lobbying Activities and Instructions
18. *House Bill 89 Verification
19. *Residence Certification
20. *System for Award Management – (sam.gov)
21. *Bid Bond**

*Section 2 Items are to be completed and provided by all bidders with sealed bid.

** Please attach / include original bid bond as the last item in the sealed bid package.

BID SCHEDULE

PROJECT NAME: BID NO. 2024.05 – SEADRIFT DRAINAGE IMPROVEMENTS PROJECT

DUE DATE: MAY 9, 2024 BEFORE 2:00:00 P.M.

BIDDER NAME: _____

BASE WORK SCOPE: The project shall consist of ditch improvements including vegetation removal, regrading, reshaping and channel liner; removal and replacement of culverts; installation of storm sewer; bridge construction and roadway reconstruction associated with the drainage improvements in Seadrift, Texas.

Base Bid						
Item #	TxDOT ITEM CODE	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
1	0104 6017	REMOVING CONC (DRIVEWAYS)	SY	44		
2	0110 6001	EXCAVATION (ROADWAY)	CY	657		
3	0110 6002	EXCAVATION (CHANNEL)	CY	242		
4	0132 6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	116		
5	0132 6999	EMBANK (CHANNEL)(FINAL)(OC)(TY C)	CY	539		
6	0162 6002	BLOCK SODDING	SY	1269		
7	0164 6005	BROADCAST SEED (PERM)(URBAN)(SANDY)	SY	9905		
8	0247 6057	FL BS (CMP IN PLC)(TYE GR1-2)(FNAL POS)	CY	291		
9	0260 6012	LIME (HYD, COM OR QK(SLURRY) OR QK(DRY)	TON	16		
10	0260 6079	LIME TRT (SUBGRADE)(6")	SY	1365		
11	0310 6027	PRIME COAT (MC-30 OR AE-P)	GAL	335		
12	0316 6001	ASPH (MULTI OPTION)	GAL	447		
13	0316 6246	AGGR (TY-PB GR-3 SAC-B)	CY	13		
14	0400 6005	CEM STABIL BKFL	CY	1959		
15	0400 6008	CUT & RESTOR ASPH PAVING	SY	2206		
16	0409 6002	PRESTR CONC PIL(18 IN SQ)(HPC)	LF	576		
17	0420 6014	CL C CONC(ABUT)(HPC)	CY	39.2		
18	0422 6008	REINF CONC SLAB (SLAB BEAM)(HPC)	SF	2080		
19	0425 6010	PRESTR CONC SLAB BEAM (5SB12)	LF	395		
20	0432 6003	RIPRAP (CONC)(6IN)	CY	15		
21	0432 6033	RIPRAP (STONE PROTECTION)(18IN)	CY	219		
22	0450 6018	RAIL (TY T631)	LF	208		
23	0460 6002	CMP (GAL STL 18 IN)	LF	15		
24	0462 6005	CONC BOX CULV (4FTX4FT)	LF	52		
25	0462 6007	CONC BOX CULV (5FTX3FT)	LF	166		

Base Bid Continued

Item #	TxDOT ITEM CODE	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
26	0462 6008	CONC BOX CULV (5FTX4FT)	LF	1058		
27	0462 6009	CONC BOX CULV (5FTX5FT)	LF	396		
28	0462 6015	CONC BOX CULV (7 FT X 4 FT)	LF	204		
29	0462 6021	CONC BOX CULV (8FTX6FT)	LF	42		
30	0462 6022	CONC BOX CULV (8FTX7FT)	LF	34		
31	0464 6005	RC PIPE (CL III)(24 IN)	LF	12		
32	0465 6074	INLET (COMPL)((PSL)(RC)(5FTX5FT)	EA	4		
33	0465 6076	INLET (COMPL)((PSL)(RC)(6FTX6FT)	EA	8		
34	0465 6559	INL(CMP)(PAZD-CZ)(FG)(4FTX4FT-3FTX3FT)	EA	9		
35	0466 6101	HEADWALL (CH - PW - 0) (DIA= 36 IN)	EA	1		
36	0466 6182	WINGWALL (PW - 1) (HW=7 FT)	EA	2		
37	0466 6183	WINGWALL (PW - 1) (HW=8 FT)	EA	2		
38	0466 6208	WINGWALL (SW-0) (HW=5 FT)	EA	14		
39	0466 6216	WINGWALL (PW) (HW=5 FT) (MOD)	EA	1		
40	0467 9001	SET (TY II) (18 IN) (HDPE) (3: 1) (P)	EA	24		
41	0467 9002	SET (TY II) (30 IN) (HDPE) (3: 1) (P)	EA	6		
42	0496 6041	REMOV STR (LARGE)	EA	4		
43	0496 6042	REMOV STR (SMALL)	EA	13		
44	0496 6050	REMOV STR (DRIVEWAY CULVERT)	EA	20		
45	0500 6001	MOBILIZATION	LS	1		
46	0502 6999	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1		
47	0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	763		
48	0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	763		
49	0506 6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	2250		
50	0506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	2250		
51	0530 6003	INTERSECTIONS (SURF TREAT)	SY	172		
52	0530 6004	DRIVEWAYS (CONC)	SY	110		
53	0530 6006	DRIVEWAYS (SURF TREAT)	SY	102		
54	0530 6016	DRIVEWAYS (BASE)	SY	323		

Base Bid Continued						
Item #	TxDOT ITEM CODE	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
55	0540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	92		
56	0540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	4		
57	0544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	4		
58	0644 6001	IN SM RD SN SUP&AMTY10BWG(1)(SA)(P)	EA	15		
59	0644 6076	REMOVE SM RD SN SUP&AM	EA	15		
60	0658 6073	INSTL OM ASSM (OM-2Y)(WC)GND(BI)	EA	8		
61	0752 6004	TREE TRIMMING / BRUSH REMOVAL(CHANNELS)	AC	1.11		
62	0752 9999	TREE AND BRUSH REMOVAL (CHANNEL)	AC	1.13		
63	0760 6001	DITCH CLEANING AND RESHAPING (FOOT)	LF	5484		
64	0999 6001	ENGINEERED TURF (HYDROTURFZ OR EQUIV)	SF	40675		
65	0999 6002	MODIFY SEAWALL PANEL FOR OUTFALL	EA	4		
66	3076 6043	D-GR HMA TY-D PG70-22 (LEVEL-UP)	TON	192		
67	4122 6004	THERMO PIPE(18")(HDPE)(TY S)(CSB)	LF	644		
68	4122 6005	THERMO PIPE(24")(HDPE)(TY S)(CSB)	LF	316		
69	4122 6006	THERMO PIPE(36")(HDPE)(TY S)(CSB)	LF	49		
70	4122 6021	THERMO PIPE(30")(HDPE)(TY S)(CSB)	LF	569		
71	5048 6002	FLOATING TURBIDITY BARRIER(FUR & INST)	LF	90		
72	5048 6003	FLOATING TURBIDITY BARRIER (REMOVE)	LF	90		
73	7218 6013	PIPE ENCASEMENT (12" STL)	LF	32		
Total Base Bid (Base Bid +\$60,000.00 Testing Allowance) =						

ALTERNATE BID #1 (REPLACES ITEM 0999 6001 ENGINEERED TURF)						
Item #	TxDOT ITEM CODE	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
A01	0432 6002	RIPRAP (CONC)(5IN)	CY	619		

OWNER'S OPTION A - 9TH ST LEFT DITCH CONCRETE LINER (additional work)						
Item #	TxDOT ITEM CODE	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
B01	B0432 6003	RIPRAP (CONC)(6IN)	CY	227		
OWNERS OPTION A + \$4,000.00 Allowance =						

SPECIFICATION NOTES

The project shall consist of ditch improvements including vegetation removal, regrading, reshaping and channel liner; removal and replacement of culverts; installation of storm sewer; bridge construction and roadway reconstruction associated with the drainage improvements in Seadrift, Texas.

The BIDDER, in compliance with the invitation for bids for **Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245 for Calhoun County, Texas**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies in accordance with the contract documents, within the time set forth herein. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part. These price(s) are firm and shall not be subject to adjustment provided this bid is accepted within sixty (60) days after the time set for receipt of bids.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the COUNTY and to **substantially complete within** _____ **consecutive calendar days** as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day.

I hereby acknowledge the receipt of the following addenda:

1. _____
2. _____

SUBCONTRACTORS. The undersigned BIDDER proposes that he will be responsible to perform major portions of the work at the project site with his own forces and that specific portions of the work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Type of Work Subcontracted	Name of Subcontractor

The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

Bidder Name: _____

Address: _____

Phone: _____

EIN or Tax ID No.: _____

Signature: _____

Name and Title: _____

Email: _____

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 it desires.

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Name of Owner(s): _____

Address: _____

Date Incorporated: _____

Federal ID Number: _____

Number of Years in contracting business under present name _____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? ☐ Yes ☐ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project

Amount \$

Mo/Yr Completed

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No

(If no, please attach summary of details on a separate sheet.)

(Optional) Minority Business Reporting Information:

Owner's Race: _____

Owner's Ethnicity: _____

Owner's Gender: _____

Are you a Section 3 business? (see below) ☐ Yes ☐ No

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the County's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Bank References

Address: _____

Contact Name: _____

City & State: _____ Zip: _____ Phone Number: _____

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 20____.

Signature

Printed Name and Title

Company Name

Notary Statement:

_____, being duly sworn, says that he/she is the _____ Position/Title
_____ of _____ (Firm Name), and hereby swears that the answers to the foregoing
questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person,
firm, or corporation to furnish any information requested by Calhoun County in verification of the recitals comprising this
Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

Signature

Printed Name

My Commission Expires: _____.

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, _____ (Principal's Name) of _____ (Company Name) _____, (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of \$10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.
(For up-to-date listing, please go to <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory>)

Printed Name and Title

Signature

Date

USE OF RECOVERED MATERIAL

Please check one:

- ☐ Recovered materials are included in this bid:
Materials included _____
- ☐ Recovered materials are not reasonably available in a reasonable period of time.
- ☐ Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- ☐ Recovered materials are only available at an unreasonable price.

Printed Name and Title

Signature

Date

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.

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF _____ {}

_____ 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____.

Notary Stamp/Seal

Signature of Notary Public

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes

☐ No

The undersigned hereby certifies that:

☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).

☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes

☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ agrees to implement the following specific affirmative action steps
(name of company)
directed at increasing the utilization of lower income residents and businesses within **Calhoun County**.

- A. To ascertain from the County's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the county the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of _____, we the undersigned have read
(name of company)

and fully agree to this Plan and the County's Section 3 Plan, and become a party to the full implementation of the program and its provisions.

Signature

Printed Name

Title

Date

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown

Type of Contracts – list all construction, materials, or other types of subcontracts (for example: electrical, plumbing, concrete, boring, etc.)

No. of Contracts – Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

Estimated No. to Local Business – Number of contracts awarded to local businesses and Section 3 businesses

Estimated \$ Amount to Local Business - How many dollars will be spent locally for each type of contract? For example: will you hire any local employees or subcontractors?

Estimated Project Workforce Breakdown

Work Classifications – Classification of project employees as defined on Wage Rate

Total Estimated Positions – List the number employees for each work classification will you need on this project

Number of Positions Currently Filled – List the number of estimated positions you currently have filled

Number of Positions Not Filled – List the number of estimated positions you currently do not have filled

Number of Positions to Fill with Low to Moderate Income (Section 3) Residents – List the number of local residents earning low to moderate incomes that you plan to employ to fill the estimated positions not filled

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LMI Residents (Section 3)
Totals				



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference in Contracting and
Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:

CONTRACTOR INFORMATION

Name of Business

Address of Business

Type of Business: ☐ Corporation ☐ Partnership ☐ Non-Profit
☐ Sole Proprietorship ☐ Joint Venture Consortium

Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

☐ Copy of resident lease	☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program	☐ Other evidence

For business entity as applicable:

☐ Copy of Articles of Incorporation	☐ Certificate of Good Standing
☐ Assumed Business Name Certificate	☐ Partnership Agreement
☐ List of owners/stockholders and % ownership of each appointed officers	☐ Corporation Annual Report
☐ Organization chart with names and titles and brief function statement	☐ Latest Board minutes
	☐ Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full-time employees	☐ List of employees claiming Section 3 status
☐ PHA/IHA Residential lease less than 3 years from day of employment	☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement	☐ Statement of ability to comply with public policy
☐ List of owned equipment	
☐ List of all contracts for the past two years	

Authorized Name and Signature _____

Date _____

(Corporate Seal)

Attested By: _____

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87*

(To be submitted with each bid or offer exceeding \$100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) The undersigned shall require that the language of this 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the applicant will comply with the above applicable certification.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

*24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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 followup 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 subawardee, e.g., the first subawardee 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 "Subawardee," 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. 4040-0013. 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 (4040-0013), Washington, DC 20503

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)	

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 principal(s).

- Include a printout of the search results that includes the record date and verification that the Company, Corporation, Firm or Partnership's principals are not listed (are not debarred) through the System for Award Management.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____, as SURETY are held and firmly bound as PRINCIPAL, and _____, as SURETY are held and firmly bound unto **CALHOUN COUNTY, TEXAS** hereinafter called the "Local Public Agency", in the penal sum of _____ Dollars, (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, for **BID NO. 2024.05 - SEADRIFT DRAINAGE IMPROVEMENTS PROJECT - GLO CONTRACT NO. 22-085-014-D245 FOR CALHOUN COUNTY, TEXAS.**

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

(SEAL)

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate
Seal

Attest:
Countersigned

By: _____

By _____
* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

Please attach / include original bid bond as the last item in the sealed bid package.

SECTION 3

22. Standard Form of Agreement for Construction Contracts
23. General Contract Conditions for Construction
24. Calhoun County General Conditions
25. Minority/Female Goals
26. Federal Labor Standard Provisions
27. Title 29 Labor
28. Concerning Labor Standards and Prevailing Wage Rate Requirements
29. Project specific Davis-Bacon Wage Decision
30. GLO Signage Requirements
31. Certificate of Interested Parties Form 1295 and Instructions
32. Section 504 Certification
33. Child Support Statement
34. Document No. 00417 – Tench Safety Systems Indemnity Agreement
35. Payment Bond
36. Performance Bond
37. Certificate of Liability Insurance
38. Section 3 Clause
39. HUD Examples of Efforts to Offer Training & Employment Opportunities for Section 3 Residents
40. GLO New Hires Section 3 Monthly Compliance Report
41. CDBG-MIT Section 3 Brochure Information Sheet
42. GLO Assurances for Construction Programs
43. GLO General Affirmations
44. Attorney's Review Certification
45. Contractor's Final Payment Affidavit
46. Change Order Form
47. Certificate of Construction Completion (COCC)
48. Governing Technical Specifications & Special Provisions

Standard Form of Agreement for Construction Contracts

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (a corporation organized and existing under the laws of the State of _____) (a partnership consisting of _____) (an individual trading as _____) hereinafter called the "Contractor", and CALHOUN COUNTY, TEXAS hereinafter called the "County."

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely **Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245 for Calhoun County, Texas** for the Community Development Block Grant – Mitigation (CDBG- DR) project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by **G&W Engineers, Inc.** acting and in these contract documents preparation, referred to as the "*Engineer*".

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions in amount of _____ (\$_____).

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

a. This Agreement	h. Special Conditions g.
b. Addenda	i. Performance Bond
c. Invitation for Bids	j. Payment Bond
d. Instructions to Bidders	k. Technical Specifications
e. Signed Copy of Bid	l. Drawings
f. General Conditions	m. Other
g. Calhoun County Conditions	

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, _____, shall commence on or before as established in an official letter notification to the contractor called "Notice to Proceed" and Contractor shall complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore established by the Notice to Proceed Letter

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate original copies on the day and year first above written.

(The Contractor)

By _____

Name/Title _____

CALHOUN COUNTY
(County)

By _____

Name/Title: Richard H. Meyer, County Judge

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate

Seal

(Corporate Secretary)

Please indicate above with N/A to all blanks above if LLC and authorized person signature at Corporate Secretary.

GENERAL CONDITIONS - PART I FOR CONSTRUCTION

1. Contract and Contract Documents

- a. The project to be constructed pursuant to this contract will be financed with assistance from the General Land Office (GLO) through the Community Development Block Grant – Mitigation (CDBG-MIT) fund and is subject to all applicable Federal and State laws and regulations.
- b. The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between Calhoun County, hereinafter called the "County" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means (G & W Engineers, Inc.), Engineer in charge, serving the County with architectural or engineering services, his successor, or any other person or persons, employed by the County for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor has been cleared (not suspended or debarred) to participate in federally funded contracts.

- (b) No proposed subcontractor shall be disapproved by the County except for cause.
- (c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.
- (f) Contractors are encouraged to subcontract with Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the County to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

(b) Final Payment

- 1) After final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final estimate, County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

- 3) Any amount due to the County under Liquidated Damages, shall be deducted from the final payment due from the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The County may withhold any payment due the Contractor as deemed necessary to protect the County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the County elects to do so. The failure or refusal of the County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by CDBG-MIT prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original total amount by more than twenty-five percent (25%) for municipalities and eighteen percent (18%) for counties without the written consent of the contractor. [Texas Local Government Code Section 252.048(d) and Section 262.031(b)]
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.
- (d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

Right of the County to Terminate Contract for Convenience

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

Right of the County to Terminate Contract for Cause

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. 2 CFR 200 APPENDIX II(B)

(a) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$500 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

(b) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the County;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the County.

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 3 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture

or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information which should be furnished by the County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The County may require the Contractor to dismiss from the work such employee or employees as the County or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The County will pay all other expenses.

16. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.

- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- (c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.
- (d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects

remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.

- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.
- (d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by County

The County and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the County through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the County in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The County will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the County deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the County and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the County. **These minimum insurance coverage requirements supercede the Calhoun County, Texas General Conditions minimum insurance cover requirements.**

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

- 1) CONTRACTOR shall have, (or purchase) and shall maintain in force during the duration of the Work, coverage for the hazard of explosion, collapse and underground shall be included. Coverage for independent contractor's liability, contractual liability, products/completed operations liability, personal injury and broad form property damage shall also be included. Completed operations liability shall be kept in force for at least one (1) year after the date of final completion. Coverages shall have at least the following limits:

	General Aggregate	\$2,000,000
	Products-Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage	\$ 50,000

- 2) **ADDITIONAL Insured**
ALL POLICIES (Except for Workman's Compensation/Employers Liability) will name **CALHOUN COUNTY as an additional insured for all insurance requirements**, by policy endorsement, along with **COUNTY's Employees and OWNER's Engineer (G&W Engineers, Inc.) as ADDITIONAL INSURED** and must provide coverage to the maximum extent permitted by law. The additional insured endorsements shall be on the ISO CG2010 11185 form or CG 2010 (10/93) in combination with CG 2037 of CG 2033, or suitable form equivalent.
- 3) **Automobile Liability**
CONTRACTOR shall have (or purchase) and shall maintain in force, for the duration of the Work, coverage cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular Contract. Coverage shall have at least the following limit
Combined Single Limit \$1,000,000
- 4) **Builders Risk Insurance**
CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for, but not limited to, fire, lightning, windstorm, tornado, hurricane, and hail. Coverage shall be in the amount of 100 percent complete value basis on the insurable portions of the project for the benefit of OWNER, CONTRACTOR, and all subcontractors, as their interests may appear.
- 5) **Deductible**
No deductible on any coverage in excess of \$500.00 per occurrence is acceptable.

- 6) In the event OWNER is notified of cancellation of all or any part, OWNER may stop all Work on the Contract or secure insurance at its will and charge CONTRACTOR the cost thereof deducting the cost from CONTRACTOR's funds.

- (c) Proof of Insurance: The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the County free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

29. Job Offices

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Contract Documents and Drawings

The County will furnish the Contractor without charge 3 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

32. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within _____ calendar days thereafter.

33. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of five hundred dollars (\$ 500) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

ADMINISTRATIVE REQUIREMENTS

34. Local Program Liaison

For purposes of this Agreement, the County Engineer or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

35. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the General Land Office (GLO), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's CDBG-MIT contract with GLO. **2 CFR 200.336 (former 24 CFR 85.36(i)(10))**

The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

36. Records Retention

(a) The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed. **2 CFR 200.333 (former 24 CFR (85.36(i)(11))**

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

FEDERAL REQUIREMENTS

37. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

38. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (**a copy of which is attached in Section 3, Item 24 and herein incorporated by reference**), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to GLO.

39. Conflicts of Interest

- (a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

40. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 2 CFR 200 APPENDIX II (H)

41. [For Contracts that exceed \$100,000] Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contractor shall file the required certification: 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 of this 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. 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

42. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be. 2 CFR 200 APPENDIX II (E)

43. Equal Opportunity Clause

Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply.

During the performance of this contract, the Contractor agrees as follows:

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may

be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

44. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

45. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. 2 CFR 200 APPENDIX II (D)

46. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. 2 CFR 200 APPENDIX II (E)

47. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

48. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

49. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

50. The Provision of Local Training, Employment, and Business Opportunities

(a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. See also GLO Section 3 Policy and "Exhibit G" on the GLO-DR website.

(b) The Contractor will include this clause in every subcontract for work in connection with the project.

51. [If this Contract is greater than \$100,000] Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

(a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- (e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b). 24 CFR §135.38

52. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

53. Patent Rights and Inventions

Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

54. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

55. System for Award Management (SAM)

All contractors and subcontractors must be searched AND cleared (not suspended or debarred) prior to authorization to work on the project.

56. Solid Waste Disposal Act

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

57. Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(c) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/>

58. Domestic Preference

a. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. For purposes of section (a) above:

i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

STATE REQUIREMENTS

58. Verification No Boycott Israel.

As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.

59. Foreign Terrorist Organizations.

Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

ENVIRONMENTAL CONDITIONS

60. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR 200 APPENDIX II (G)

61. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

62. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

63. Other Conditions

Any special conditions such as mitigation measures will be carried out as instructed by the Environmental Review Record. Enter Mitigation Measures from County Environmental Review Record as applicable

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: _____ (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.

COMPLAINEE

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.

MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

Texarkana Area:

Texarkana & Bowie Co.	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus	20.2

Tyler-Longview Area:

Longview, Gregg Co. & Harrison Co.	22.8
Tyler & Smith Co.	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood	22.5

Beaumont-Port Arthur Area:

Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler	22.6

Houston Area:

Bryan, College Station & Brazos Co.	23.7
Galveston, Texas City & Galveston Co.	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton	27.4

Austin Area:

Austin, Hays Co., Travis Co., & Williamson Co.	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano	24.2

Waco, Killeen, Temple Area:

Killeen, Temple, Bell Co. & Coryell Co.	16.4
Waco & McLennan Co.	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills	18.6

Dallas, Fort Worth Area:

Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.	18.2
Sherman, Denison & Grayson Co.	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt	17.2

Wichita Falls Area:

Wichita Falls, Clay Co. & Wichita Co.	12.4

Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young	11.0

Abilene Area:

Abilene, Callaghan Co., Jones Co. & Taylor Co.	11.6

Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackelford, Stephens, Stonewall & Throckmorton	10.9

San Angelo Area:

San Angelo & Tom Green Co.	19.2

Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell	20.0

San Antonio Area:

Laredo & Webb Co.	87.3

San Antonio, Bexar Co., Comal Co. & Guadalupe Co.	47.8

Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala	49.4

Corpus Christi Area:

Corpus Christi, Nueces Co. & San Patricio Co.	41.7

Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak & Refugio	44.2

Brownsville, McAllen, Harlingen Area:

Brownsville, Harlingen, San Benito & Cameron Co.	71.0

McAllen, Pharr, Edinburg & Hidalgo Co.	72.8

Non-MSA Counties of Starr & Willacy	72.9

Odessa, Midland Area:

Midland & Midland Co.	19.1

Odessa & Ector Co.	15.1

Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler	18.9

El Paso Area:

El Paso & El Paso Co.	57.8

Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio	49.0

Lubbock Area:

Lubbock & Lubbock Co.	19.6

Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum	19.5

Amarillo Area:

Amarillo, Potter Co. & Randall Co.

9.3

Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf
Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree,
Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler

11.0

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(II) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

- (III) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and Interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
 - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

See 29 CFR ss 5.8 (a) for current rate

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Title 29: Labor

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Contents

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 - §3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
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 - §3.8 Action by the Secretary of Labor upon applications.
 - §3.9 Prohibited payroll deductions.
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AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

§3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer

and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____
_____ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

- (a) The legal name and the business address of the undersigned are:

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Date _____

(Contractor)

By _____

[INSERT Project Specific Wage Decision]

"General Decision Number: TX20240045 01/05/2024

Superseded General Decision Number: TX20230045

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 \$17.20 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 2024.
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 \$12.90 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 2024.

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 01/05/2024

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	**
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.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). 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 classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

GLO SIGNAGE REQUIREMENTS

All signs shall be placed in a prominent, visible public location at the construction site, and legible from at least three (3) feet distance.

Permanent signage is required on any public building or facility funded under this Contract. Please refer to the plans and specifications for further details.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, temporary signage shall be placed in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

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 Bid No. 2024.05 – Seadrift Drainage Improvements Project -
GLO Contract No. 22-085-014-D245

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.

COMPLAINT

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.

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City

State

Zip

Telephone Number () _____ - _____ Voice

() _____ - _____ TDD

_____ has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

List below the name and ownership percentage of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	OWNERSHIP BY %

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is eligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation, The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

Signature – Company Official

Printed/Type Firm Name

Printed/Typed Name and Title

Date

TRENCH SAFETY SYSTEMS INDEMNITY AGREEMENT

OWNER: **Calhoun County**

CONTRACTOR: _____
(company name)

ENGINEER: **G & W Engineers, Inc., Port Lavaca, Calhoun County, Texas**

PROJECT: **Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245 for Calhoun County, Texas**

CONTRACTOR has entered into a contract with OWNER for the construction of the Project. ENGINEER has designed the Project on behalf of OWNER, but has not designed any trench safety systems for the Project that may be required by applicable federal, state and/or local laws. CONTRACTOR, in its contract with OWNER, has agreed to prepare, and to conform all trenching work to plans for trench safety systems meeting the standards of applicable laws.

CONTRACTOR, as part of its consideration to OWNER for the contract for the construction of the Project, agrees that it will be solely responsible for compliance with its trench safety plans and with all applicable standards of federal, state and/or local laws relating to trench safety.

CONTRACTOR further agrees to hold harmless, indemnify, and defend OWNER and ENGINEER, and all officers, agents and employees of either OWNER or ENGINEER, from and against any and all claims, demands or causes of action of any nature, character or description in connection with the presence, or in any way arising out of, the use or construction of trenches or trench safety systems as part of the Project.

EXECUTED, this _____ day of _____, 20 _____.

CONTRACTOR

By: _____

Officer's Name: _____

Title of Officer: _____

(Contractor's Seal)

OWNER

By: _____

Officer's Name: Richard H. Meyer

Title of Officer: Calhoun County Judge

ENGINEER

By: _____

Engineer's Name: Marla Jasek, P.E.

Title of Engineer: Project Engineer

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

Calhoun County, Texas

(Name of Recipient)

211 South Ann Street, Third Floor, Ste. 301, Port Lavaca, Texas

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____

Dollars, \$ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245 for Calhoun County, Texas

(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of _____ (Number) which shall be deemed an original, this the _____ day of _____.

ATTEST:

(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Witness as to Surety)

By _____
(Attorney in Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

Calhoun County, Texas
(Name of County)

211 South Ann Street, Third Floor, Ste. 301, Port Lavaca, Texas
(County's Address)

hereinafter called OWNER, in the penal sum of \$ _____

Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245 for Calhoun County, Texas

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
each one of which shall be deemed an original, this the _____ day of _____

ATTEST:

(Principal)

(Principal Secretary) By _____(s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Witness as to Surety)

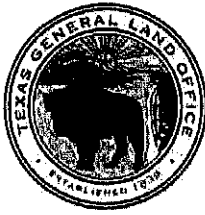
By _____
(Attorney in Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If PRINCIPAL/CONTRACTOR is Partnership, all partners should execute BOND.

[INSERT Contractor's Liability Insurance]



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Code of Federal Regulations
Title 24- Housing and Urban Development

Volume: 1

Date: 2003-04-01

Original Date: 2003-04-01

Title: Section 135.38- Section 3 Clause

Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing and Urban Development . Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Persons. Subpart B- Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2003]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.92]
[Page 704-707]

TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY,
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS

Table of Contents

Appendix to Part 135

I. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS

- (1) Entering into ``first source'' hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified ``Step-Up'' employment and training program for section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
- (6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
[[Page 705]]
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.
- (15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- (16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

**NEW HIRES SECTION 3
MONTHLY COMPLIANCE REPORT**

Reporting Month:

Economic Opportunities for Low and Very Low-Income Persons

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting. GC is also required to provide this form to any subcontractor firms that they anticipate hiring for this project.

CONTRACTOR INFORMATION

Name of Business:

Address of Business:

Authorized Representative for this contract:

Authorized Signatory:

ADDITIONALLY, PLEASE REVIEW AND COMPLY WITH STEPS 1 - 3 BELOW:

1. You must **sign and date** this form for the each applicable reporting month in connection with awarded project and deliver to:

2. When you **hire** a Section 3 resident in connection with this project, you must also complete this form and submit it to the Section 3 Coordinator identified above. Even if there were no **new hires** this form **must be completed and submitted to the Section 3 Coordinator identified above.**

☐ I have not hired any new employees during the reporting Month specified.

I have hired ☐ Section 3 employees and/or ☐ non-Section 3 employees during the reporting month shown here.

The following is a list of the new hires and the trades:

	New Hire Name	Job Category/Trade	Full-time? Yes or No
1.			
2.			
3.			
4.			

I have taken one or more of the following recruitment steps to hire a Section 3 Resident with the highest training and employment priority ranking. **Provide a brief description of actions taken:**

I have taken steps to find a Section 3 Resident in the applicable targeted areas where the project(s)/assistance will take place. **List areas:**

- ☐ Placed signs or posters at prominent places in each of the above listed areas. *Photographs were taken to document this action.*

I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project.

List advertisements (name publication, e.g. Work in Texas, Houston Chronicle, and/or website(s):

- ☐ Distributed employment flyers to the administrative office of the local Public Housing Authority.
- ☐ Provided notice of positions available to the Texas Workforce Commission for potential applicants. *Provide copy of notice.*
- ☐ Contacted employment referrals or Youthbuild Program referrals. **List contacts:**

- ☐ Contacted with applicable parties to ensure that any HUD Youthbuild programs currently operating in the project(s) area/assistance will take place.
- ☐ Kept a log of all applicants and indicate the reasons why Section 3 Residents who applied were not hired.
- ☐ Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 Residents.
- ☐ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

3. Verification

- ☐ I have attached proof of all checked items.

Authorized Name and Signature

Date/Time Field

Text

Attested By:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Section 3

Economic Opportunity

A Piece of the American Dream

This project is federally funded and Section 3 compliance and reporting applies to all executed prime or sub contracts over \$100,000.

About Section 3

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

Who are Section 3 residents?

Public housing residents including persons with disabilities. Low and very low income persons who live in the area where a HUD assisted project is located.

What is a Section 3 Business?

A section 3 business is one:
That is owned by Section 3 residents
Employs Section 3 residents or:

Subcontracts with businesses that provide opportunities to low and very low income persons.

Who receives Economic Opportunities under Section 3?

- For training and employment:*
- ✓ persons in public and assisted housing;
 - ✓ persons in the affected project neighborhood;
 - ✓ participants in HUD Youth build programs;
 - ✓ homeless persons.

For contracting:

- ✓ businesses which fit the definition of a Section 3 business.

How can individuals and businesses find out more about Section 3?

Contact GrantWorks at 512-420-0303 ext.334 or Fair Housing and Equal Opportunity representative at your nearest HUD Office.

What am I required to do as a contractor?

- ✓ Submit monthly new hires report (pg.7-8)
- ✓ Post any job vacancies at www.workintexas.com
- ✓ Keep a log of all applicants and indicate why
- ✓ Section 3 Residents who applied were not hired
- ✓ Retain copies of any employment applications completed by public housing, Section 8, voucher holders, Section 3 Residents

How to Post Job Vacancies

As required by the GLO Section 3 Policy, all Grantees and contractors receiving DR funding must post all job vacancies with the state's free job matching system - WorkInTexas.com. There are two ways to do this. Self-register with an employer account and post jobs directly online or contact your local Workforce Solutions Office. Staff is available to assist with account registration and/or can post jobs on your behalf at Workintexas.com. **The job title and job description must include the word SEC3.**

More ways to find Section 3 Applicants

- ✓ Advertising in other publications such as newspapers and websites
- ✓ Placing posters in prominent places in target areas
- ✓ Distributing flyers to the local Public Housing Authority

Where can I find my local Workforce Solution Center?
You may search for one here:

http://www.twc.state.tx.us/dfrs/wdas/directory-offices-services.html?mid=0_07262226541896678

HUD Compliance and Monitoring?

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

What if it appears that an entity is not complying?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated, if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

By filing a complaint in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity

U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777

1-800-927-9276 (TTY)

www.hud.gov www.espanol.hud.gov

A written complaint should contain:

1. Name and address of the person filing the complaint;
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section 3;
4. Statement of corrective actions sought

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

GENERAL AFFIRMATIONS

For the purposes of this document, the term "governmental entities" shall have the same meaning as defined in Chapter 2251 of the Texas Government Code.

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.
2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. *[Not applicable to contracts with governmental entities.]*
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the G.O. *[Not applicable to contracts with governmental entities.]*
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Subrecipient represents and warrants that it has not given, offered 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 a public servant in connection with the Contract.
7. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the

date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

- c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.
18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. *[Not applicable to contracts with governmental entities.]*
22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. *[Not applicable to contracts with governmental entities.]*
23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM

AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL. *[Not applicable to contracts with governmental entities.]*

24. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government

Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Subrecipient expressly acknowledges that funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated

within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. *[Not applicable to contracts with governmental entities.]*
38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.

39. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
40. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.
42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.
43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a

digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.

ATTORNEY'S REVIEW CERTIFICATION

**Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract
No. 22-085-014-D245 for Calhoun County, Texas**

I, the undersigned, _____, the duly authorized and acting legal representative of the **Calhoun County**, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

County: Calhoun County, Texas

CDBG-MIT No: 22-085-014-D245

Contractor: _____

Date: _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, who being duly sworn, on oath, says that he is a duly authorized representative of _____; Contractor, and that all terms of the Contract for the completion of certain public works described as **Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245 for Calhoun County, Texas** have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.

FINAL PAYMENTS pending as of this date hereof are: _____ None Pending _____ As Listed Below

Individual or Co. Name	Mailing Address	Amount Owed

Signature

Title

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list here on the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom such payment is owed.

Sworn and Subscribed before me this, the _____ day of _____,
_____, 20____.

(SEAL)

Notary Public in and for _____
County, Texas

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: GLO Contract Number: Date:

Engineer Name Address & Phone: Subrecipient Name, Address, & Phone Number: Contractor Name, Address & Phone Number:

Project #: Bid Package #: Change Order #:

Contract Origination Date: Project Description:

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:

Cumulative Previous Change Order(s) Total:

Contract Price Prior to this Change Order:

Net Increase/Decrease of this Change Order:

Change in Contract Time (Calendar Days)

Original Contract Time in Days:

Net Change from Previous Change Order(s) in Days:

Contract Time Prior to this Change Order in Days:

Net Increase/Decrease of this Change Order in Days:



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	Contract Time with All Approved Change Orders in Days:
Cumulative Percent Change in Contract Price (+/-):	Subrecipient Contract End Date:
Construction Contract Start Date:	Construction Contract End Date:

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

***This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements**

Subrecipient Signature	Engineer Signature	Contractor Signature
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☐ No Change

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work: ☐ Increase ☐ Decrease ☐ No Change

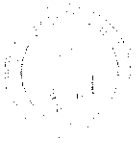
3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☐ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☐ No

If "no", explain:

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☐ No

If "yes", is an environmental assessment required?

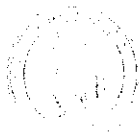


COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

-
6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)?	☐ Yes	☐ No
7. Is the CCN permit still valid? (sewer projects only)	☐ Yes	☐ No
8. Are the disability access requirements/approval still valid (if applicable)?	☐ Yes	☐ No
9. Are other Disaster Recovery contractual special condition clearances still valid?	☐ Yes	☐ No

If "no", explain:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Certificate of Construction Completion

Subrecipient: Contract #: Date:

This is to certify that a final inspection of the project described below was conducted on

Contract was entered into on between the city/county of and
 for the construction of

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders, and supplemental agreements thereto, with the following exceptions:

2. The sum of , deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

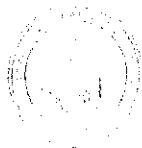
3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace or make good any faulty workmanship and/or materials discovered in the work within a period of from this date, as provided in the Contract.

4. Amount of Original Contract:	
Cumulative Change Orders:	
Final Amount of Contract:	
Less Previous Payments:	
Less Deductions (from #2 above):	
FINAL PAYMENT (Balance):	

5. The Final Payment in the amount above is now due and payable.

6. Final Quantities:

Activity Code (dropdown)	Project Name (from Performance Standard)	Description (What is your Activity?)	Quantity	Metric (dropdown)



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Certificate of Construction Completion

Activity Code (dropdown)	Project Name (from Performance Standard)	Description (What is your Activity?)	Quantity	Metric (dropdown)
Certified by :				
Engineer's Signature		Contractor's Signature		Subrecipient's Signature
Engineer's Name and Title (Printed)		Contractor's Name and Title (Printed)		Subrecipient Name and Title (Printed)
Firm		Firm		City/County of

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

GOVERNING TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

NON-TXDOT GENERAL REQUIREMENTS:

01025	Application for Payment Requirements
01040	Project Coordination
01200	Project Meetings
01210	Allowances
01340	Shop Drawings, Project Data and Samples
01410	Inspection, Testing and Guarantee
01500	Temporary Facilities
01525	Trench Excavation Safety Requirements
01700	Contract Closeout Requirements

NON-TXDOT SPECIFICATION:

ITEM 999 ENGINEERED TURF (HYDROTURF Z OR EQUIVALENT)

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF
----- TRANSPORTATION NOVEMBER 1, 2014.
STANDARD SPECIFICATIONS ARE
INCORPORATED INTO THE CONTRACT BY
REFERENCE.

ITEM 104	REMOVING CONCRETE
ITEM 110	EXCAVATION (132)
ITEM 132	EMBANKMENT (100) (160) (204) (210) (216) (260) (400)
ITEM 158	SPECIAL EXCAVATION WORK (132)
ITEM 162	SODDING FOR EROSION CONTROL (166) (168)
ITEM 164	BROADCAST SEED (162) (166)
ITEM 247	FLEXIBLE BASE (105) (204) (210) (216)
ITEM 260	LIME TREATMENT (204) (210) (216) (300) (310) (520)
ITEM 310	PRIME (300) (316)
ITEM 316	SEAL COAT (210) (300) (302) (520)
ITEM 400	EXCAVATION AND BACKFILL FOR STRUCTURES (110) (132) (401) (402) (403) (416) (420) (421) (423)
ITEM 409	PRESTRESSED CONCRETE PILING (404) (405) (420) (421) (424) (425) (440)
ITEM 420	CONCRETE SUBSTRUCTURES (400) (404) (421) (422) (426) (427) (440) (448)

ITEM 422 CONCRETE SUPERSTRUCTURES (421) (438) (440) (448) (454)
ITEM 425 PRECAST PRESTRESSED CONCRETE STRUCTURAL MEMBERS (420)
(421) (424) (426) (427) (434) (440) (442) (445) (448)
ITEM 432 RIPRAP (247) (420) (421) (431) (440)
ITEM 450 RAILING (421) (440) (441) (442) (445) (540)

ITEM 460 CORRUGATED METAL PIPE (400)
ITEM 462 CONCRETE BOX CULVERTS AND DRAINS (400) (420) (421) (424)
(440) (464)
ITEM 464 REINFORCED CONCRETE PIPE ((400) (464)
ITEM 465 JUNCTION BOXES, MANHOLES AND INLETS (400) (421) (440) (471)
ITEM 466 HEADWALLS AND WINGWALLS (400) (421) (440)
ITEM 467 SAFETY END TREATMENT 400) (420) (421) (432) (440) (442) (445)
(460) (464)
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL
CONTROLS (161) (432) (556)
ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (247) (260) (263)
(275) (276) (292) (316) (330) (334) (340) <341> (360) (421) (440)
<3076>
ITEM 540 METAL BEAM GUARD FENCE (421) (441) (445)
ITEM 544 GUARDRAIL END TREATMENTS
ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES (421) (440) (441) (442)
(445) (636) (643) (656)
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
ITEM 752 TREE AND BRUSH REMOVAL
ITEM 760 CLEANING AND RESHAPING DITCH

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE
----- PRECEDENCE OVER THE SPECIFICATIONS
ENUMERATED HEREON WHEREVER IN CONFLICT
HEREWITH.

SPECIAL PROVISION TO ITEM 162 (164---002)
SPECIAL PROVISION TO ITEM 247 (247---003)
SPECIAL PROVISION TO ITEM 300 (300---020)
SPECIAL PROVISION TO ITEM 316 (316---002)
SPECIAL PROVISION TO ITEM 340 (340---004)
SPECIAL PROVISION TO ITEM 341 (341---004)
SPECIAL PROVISION TO ITEM 421 (421---009)
SPECIAL PROVISION TO ITEM 440 (440---004)
SPECIAL PROVISION TO ITEM 441 (441---004)
SPECIAL PROVISION TO ITEM 442 (442---001)
SPECIAL PROVISION TO ITEM 464 (464---001)
SPECIAL PROVISION TO ITEM 502 (502---008)

SPECIAL PROVISION TO ITEM 520 (520---002)

SPECIAL SPECIFICATIONS:

ITEM 3076 DENSE-GRADED HOT-MIX ASPHALT <300><301><316><320><340>
<341><342><347><348><520><585><3079><3081><3082><3096>
ITEM 3096 ASPHALTS, OILS, AND EMULSIONS
ITEM 4122 THERMOPLASTIC PIPE <400><401><467>
ITEM 5048 FLOATING TURBIDITY BARRIER
ITEM 7218 WATER MAINS AND SANITARY SEWERS

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER
----- WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH
OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN
THE ABOVELISTED SPECIFICATION ITEMS, AND INCLUDING THE
SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE
COMPLETE SPECIFICATIONS FOR THIS PROJECT.

TxDOT Specifications are available online at:

<https://www.txdot.gov/business/resources/txdot-specifications.html>

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01025 - APPLICATION FOR PAYMENT REQUIREMENTS

In order for CONTRACTOR to receive Progress Payments under the Contract, the following items shall be submitted to ENGINEER for review.

- a. An Application for Payment, certified and sworn as correct by CONTRACTOR.
- b. A sworn certification of no claims and appropriate waivers of liens.

Such certification and waivers shall be as found herein as the "CONTRACTOR's CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT", and if applicable, the "SUBCONTRACTOR's CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT".

CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NO. 2024.05 – SEADRIFT DRAINAGE IMPROVEMENTS PROJECT – GLO
CONTRACT NO. 22-085-014-D245 FOR CALHOUN COUNTY, TEXAS**

Job No. **5310.013a**

On receipt by the signer of this document of a check from **CALHOUN COUNTY** (*maker of check*) in the sum of \$ _____ payable to _____ (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of **CALHOUN COUNTY** (*owner*) located in Seadrift, Texas to the following extent: **Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245 for Calhoun County, Texas** (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **CALHOUN COUNTY** (*person with whom signer contracted*) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

(CONTRACTOR'S NAME)

Signed By: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____,
on _____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas

SUBCONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NO. 2024.05 – SEADRIFT DRAINAGE IMPROVEMENTS PROJECT – GLO
CONTRACT NO. 22-085-014-D245 FOR CALHOUN COUNTY, TEXAS**

Job No. **5310.013a**

On receipt by the signer of this document of a check from _____ *(maker of check)* in the sum of \$ _____ payable to _____ *(payee or payees of check)* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easement of **CALHOUN COUNTY** *(owner)* located in Seadrift, Texas *(location)* to the following extent **Bid No. 2024.05 – Seadrift Drainage Improvements Project – GLO Contract No. 22-085-014-D245 for Calhoun County, Texas** *(job description)*.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ *(person with whom signer contracted)* as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

(SUBCONTRACTOR'S NAME)

Signed By:_____

Print Name:_____

Title:_____

SUBSCRIBED AND SWORN TO BEFORE ME by _____, on
_____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas

END OF SECTION

01025-5

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01040 - PROJECT COORDINATION

.01 GENERAL:

- a. This section specifies administrative and supervisory requirements necessary for project coordination including, but not necessarily limited to:
 - 1. Coordination.
 - 2. Administrative and supervisory personnel.
 - 3. General installation provisions.
- b. Progress meetings, coordination meetings and preinstallation conferences are included in Section 01200, "Project Meetings."

.02 COORDINATION:

- a. Coordination:

Coordinate construction activities included under various sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

- 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
- 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
- 3. Make adequate provisions to accommodate items scheduled for later installation.
- 4. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required-- notices, reports and attendance at meetings.

b. Administrative Procedures:

Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflict and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project close-out activities.

.03 SUBMITTALS:

Any CONTRACTOR submitting proposals shall provide proposed organization charts, listing both home and field office personnel to be assigned to the project.

- a. Within 15 days of Notice to Proceed, submit a list of the CONTRACTOR's principal staff assignments, including the superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
- b. Post copies of the list in OWNER's office, the temporary field office, and at each temporary telephone.

.04 GENERAL INSTALLATION PROVISIONS:

- a. Comply with manufacturer's installation instructions and recommendations to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- b. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- c. Recheck measurements and dimensions before starting installation procedure.
- d. Install each component during weather conditions and point in project sequence that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- e. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

.05 CLEANING AND PROTECTION:

- a. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- b. Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Heavy traffic.
 - 4. Vibration from adjacent activity.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01200 - PROJECT MEETINGS

.01 GENERAL:

- a. This section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Preconstruction conference.
 - 2. Preinstallation conferences.
 - 3. Coordination meetings.
 - 4. Progress meetings.

.02 PRECONSTRUCTION CONFERENCE:

- a. Schedule a Preconstruction Conference and organizational meeting at the project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments with OWNER.
- b. OWNER, ENGINEER, CONTRACTOR and major subcontractors shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- c. Discuss items of significance that could affect progress including such topics as:
 - 1. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel.
 - 4. Procedures for processing field decisions and Change Orders.
 - 5. Procedures for processing applications for payment.
 - 6. Distribution of Contract Documents.
 - 7. Submittal of shop drawings, product data and samples.
 - 8. Preparation of record documents.

9. Use of the premises.
10. Office, work and storage areas.
11. Equipment deliveries and priorities.
12. Safety procedures.
13. First aid.
14. Security.
15. Housekeeping.
16. Working hours.

.03 PREINSTALLATION MEETINGS:

- a. Preinstallation meetings will be held prior to beginning installation of critical work items. These items include but are not limited to:
 1. Prestressed concrete piles.
 2. Cast-in-place concrete.
 3. Erection of precast concrete panels.
- b. These meetings shall be attended by all persons involved in the supervision, inspection and quality control of the Work. Those required to attend are as follows:
 1. OWNER's project ENGINEER and inspector.
 2. CONTRACTOR's project engineer and Superintendent.
 3. Subcontractor's Superintendent.
 4. CONTRACTOR's quality control person.
 5. Crew foremen.
- c. Agenda shall include:
 1. Layout, horizontal and vertical control, etc.
 2. Equipment and materials required.

3. Specific methods to be used for installation.
4. Review of applicable Specification.

.04 COORDINATION MEETING:

- a. OWNER reserves the right to schedule and conduct coordination meetings at his option.
- b. CONTRACTOR may conduct coordination meetings with his subcontractors, but OWNER shall be invited to such meetings.
- c. Review and solve operational conflicts between subcontractors, suppliers and/or OWNER's operations.

.05 PROGRESS MEETINGS:

- a. OWNER reserves the right to schedule and conduct weekly meetings at his option.
- b. CONTRACTOR shall conduct progress meetings at the project site at regularly scheduled intervals.
- c. Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
- d. Review progress since the last meeting. Determine where each activity is in relation to CONTRACTOR's construction schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- e. Review the present and future needs of each entity present, including such items as:
 1. Interface requirements.
 2. Time.
 3. Sequences.
 4. Site utilization.
 5. Hours of work.
 6. Hazards and risks.

7. Housekeeping.
 8. Quality and work standards.
 9. Change Orders.
 10. Documentation of information for payment requests.
- f. No later than three days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - g. Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01210 - ALLOWANCES

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division Specification Sections, apply to this Section.

1.3 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual services, materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Testing allowances.

1.4 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual services, materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.5 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection of service provider described by an allowance must be completed to avoid delaying the Work.
- B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

- C. Execute agreement from the designated service provider.

1.6 SUBMITTALS

- A. Submit proposals for purchase of services included in allowances, in the form specified for Change Orders.

1.7 INFORMATIONAL SUBMITTALS

- A. Submit invoices to show actual quantities of services provided for the project for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for coordination of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.8 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates/schedules as required to coordinate these services.

1.9 TESTING ALLOWANCES

- A. Use the testing allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the testing allowance are included in the allowance and are not part of the Contract Sum. These costs include coordination, meetings, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the testing allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the allowance to Owner by Change Order.

1.10 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where

applicable.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower- priced materials or systems of the same scope and nature as originally indicated.
- C. Deniable use of allowance, shall include:
1. Re-testing, additional services, additional trips, and additional overhead associated with failed test. Reference technical specification 01410.
 2. Testing fees completed outside of normal business hours and days, which are the result of being behind schedule or lack of preparation and/or scheduling.
 3. Invoices received after close-out of the project and retainage released. It shall be the CONTRACTOR's responsibility to ensure all invoices are paid and received prior to close out.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DOCUMENTS/RESULTS

- A. All testing results shall be made available to ENGINEER at all times, and testing service provider shall provide a copy of results to ENGINEER at the time they are transmitted to CONTRACTOR.

3.2 PREPARATION

- A. Coordinate services for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1 (Base Bid) (Testing): Include the net sum of Sixty Thousand Dollars (\$60,000.00) to be used as directed by the Engineer for making change orders associated with testing for the betterment of the project. All change orders using monies from this allowance will be coordinated and approved by the Owner prior to work being done.
- B. Allowance No. 3 (Owner's Option A) (Testing): Include the net sum of Four Thousand Dollars (\$4,000.00) to be used as directed by the Engineer for making change orders associated with testing for the betterment of the project. All change orders using monies from this allowance will be coordinated and approved by the Owner prior to work being done.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

.01 GENERAL:

- a. Submit shop drawings, product data and samples required by specification sections.
- b. Shop drawings, product data and samples are not considered a part of Contract Documents.
- c. Schedule submissions at least 10 days before reviewed submittals will be needed.

.02 CONTRACTOR RESPONSIBILITIES:

- a. Review shop drawings, project data and samples prior to submission.
- b. Verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and other data.
 - 4. Conformance with submission requirements.
- c. Coordinate each submittal with Contract Documents and the work requirements to prevent any delay in the work.
- d. CONTRACTOR's responsibility for errors and omissions is not relieved by ENGINEER's review of submittals.
- e. At time of submission and in writing, notify ENGINEER of submittal deviations from Contract Documents.
- f. CONTRACTOR's responsibility for deviations from Contract Documents is not relieved by ENGINEER's review of submittals, unless ENGINEER gives written acceptance of specific deviations.
- g. Begin no Work related to submittals until return of submittals with ENGINEER's stamp and initials or signature indicating review.
- h. Distribute copies after ENGINEER's review.

.03 ENGINEER'S DUTIES:

- a. Review submittals with reasonable promptness to prevent any delay in the Work.
- b. Review for conformance with:
 - 1. Design concept of project.
 - 2. Contract Documents.
- c. Review of a separate item does not constitute review of an assembly in which the item functions.
- d. Return to CONTRACTOR those submittals which do not meet the requirements and require correction and resubmission.
- e. Affix stamp and initials or signature certifying review of submittal.
- f. Return reviewed submittals to CONTRACTOR for distribution.

.04 PREPARATION REQUIREMENTS:

- a. Shop Drawings:
 - 1. Preparation by a qualified detailer.
 - 2. Sheet size same as Contract Drawings.
 - 3. Identify details by reference to sheet and detail numbers on Contract Drawings.
 - 4. Include on the drawing all information required for submission or prepare a transmittal letter.
 - 5. Prepare one reproducible transparency and one opaque print of each shop drawing.
- b. Product Data:
 - 1. Modify manufacturer's standard schematic drawings to delete or supplement information as applicable.
 - 2. For manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other descriptive data:
 - (a) Clearly mark each copy to identify pertinent materials, products or models.
 - (b) Show dimensions and clearances required.

- (c) Show performance characteristics and capacities.
 - (d) Show wiring diagrams and controls.
- 3. Include on the data all information required for submission or prepare a transmittal letter.
- 4. Prepare number of copies which the CONTRACTOR requires for distribution plus two copies to be retained by ENGINEER.
- c. Samples:
 - 1. Obtain office samples of sufficient size and quantity to clearly illustrate:
 - (a) Functional characteristics of products or materials with integrally related parts and attachment devices.
 - (b) Full range of color samples.
 - 2. Erect field samples and mock-ups at the project site in an acceptable location. Construct each sample complete, including work of all trades required in finished work.
 - 3. Include on transmittal letter all information required for submission.
 - 4. Prepare the number of samples specified in specification sections.

.05 SUBMISSION REQUIREMENTS:

- a. Submit shop drawings, product data and samples in the form and quantity specified.
- b. Accompany submittals with a transmittal letter in duplicate, as required.
- c. Include the following information for each submittal:
 - 1. Date and revision dates.
 - 2. Project title and number.
 - 3. The names of:
 - (a) ENGINEER
 - (b) CONTRACTOR
 - (c) Subcontractor
 - (d) Supplier
 - (e) Manufacturer
 - (f) Separate detailer when pertinent.

4. Identification of product or material.
5. Relation to adjacent structure of materials.
6. Field dimensions clearly identified as such.
7. Specification section number.
8. Applicable standards, such as ASTM number or Federal Specification.
9. A blank space, 4" x 4", for ENGINEER's review stamp.
10. Identification of deviations from Contract Documents.
11. CONTRACTOR's stamp, initialed or signed, certifying review of submittal, verification of field measurements and compliance with Contract Documents.

.06 RESUBMISSION REQUIREMENTS:

a. Shop Drawings:

1. Revise initial drawings as required and resubmit as specified for initial submittal.
2. Indicate on drawings any changes which have been made other than those requested by ENGINEER.

b. Product Data and Samples:

Submit new data and samples as required for initial submission.

.07 DISTRIBUTION AFTER REVIEW:

- a. Distribute copies of shop drawings and product data which carry ENGINEER's stamp to:
 1. CONTRACTOR's file
 2. Job site file
 3. Record document file
 4. Other prime CONTRACTORS
 5. Subcontractors
 6. Supplier
 7. Fabricator
- b. Distribute samples as directed. After review, samples may be used in construction.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01410 - INSPECTION, TESTING AND GUARANTEE

.01 GENERAL:

These requirements supplement those provided under Article 13 of the General Conditions.

.02 INSPECTION:

- a. Inspector: A representative of ENGINEER or OWNER will be assigned authority to observe and inspect the Work.
- b. Working Days: Inspectors are not required to work on Saturdays, Sundays or legal holidays. If CONTRACTOR plans work on a Saturday, Sunday or legal holiday, prior arrangements should be made for an inspector not later than 48 hours on the working days before the Saturday, Sunday or legal holiday.
- c. Uninspected Work: Any Work performed on Saturday, Sunday, or a legal holiday without benefit of any inspection may require removal and replacement if directed by ENGINEER. Removal and replacement will be completed at no additional cost.

.03 TESTING:

- a. The cost of preparing and testing, and the cost of other laboratory services required for establishing the concrete mix, and redesigning the mix, if necessary, shall be borne by CONTRACTOR. See Section 01210 – Allowances. These tests shall also include, but not necessarily limited to: Compaction Testing, Concrete Strength Testing, Concrete Slump Testing, Subgrade Stabilization Depth Testing, Subgrade Gradation Testing, Base Material Testing, Asphalt Placement Testing and Density Testing.
- b. CONTRACTOR shall furnish at his own expense, suitable evidence that all the materials he proposes to incorporate into the Work are in accordance with the Specifications. Mill tests for reinforcing steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturer's or supplier's test results will be acceptable for such items as pipe and fittings, when it is definite that the materials being furnished is that to which the test results apply. Should CONTRACTOR fail to provide the above information, ENGINEER shall have the right to require tests to be made by OWNER's laboratory to obtain the information and the cost therefore shall be borne by CONTRACTOR.

- c. In any event, ENGINEER may have further tests made by commercial laboratory, or may make tests himself, to ensure that the Specifications are complied with by CONTRACTOR. Costs of these tests will be borne by CONTRACTOR. Should OWNER wish to have a third-party testing performed to confirm test results supplied by CONTRACTOR then those tests shall be paid for by OWNER, unless those results come back with unsatisfactory construction and/or materials. Should results come back unsatisfactory then the cost associated with the OWNER's testing shall be paid for by CONTRACTOR and retested at CONTRACTOR's expense. Work shall not commence further until OWNER and ENGINEER are provided evidence showing that unsatisfactory results and areas have been addressed and receiving passing results.

.04 GUARANTEE:

- a. CONTRACTOR shall deliver to ENGINEER upon completion of all Work under the Contract his written guarantee, in the form of SECTION 01700 - CONTRACT CLOSEOUT REQUIREMENTS, made out to OWNER, guaranteeing all of the Work under the Contract to be free from faulty materials in every particular and free from improper workmanship; and against injury from proper and usual wear; and agreeing to replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect; and to make good all damage caused to other Work or materials, due to such required replacement or re-execution. This guarantee shall be made to cover a period of one (1) year from the date of completion of all Work under this Contract, as evidenced by ENGINEER's final certificate. This guarantee must be furnished to ENGINEER and approved by ENGINEER before acceptance and final payment is made.
- b. CONTRACTOR shall provide OWNER with copies of all guarantees or warranties which have been made to CONTRACTOR by suppliers or subcontractors as required hereunder, together with an assignment of such warranties and guarantees to OWNER; however, such assignment shall not relieve CONTRACTOR of the responsibility (stated in subparagraph a. above) in case of failure of subcontractors or suppliers to fulfill the provisions of such warranties or guarantees.
- c. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve CONTRACTOR of responsibility for neglect of faulty materials or workmanship during the period covered by the guarantee.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01500 - TEMPORARY FACILITIES

.01 FIELD OFFICE:

If CONTRACTOR is required (or is so inclined) to provide a Temporary Field Office, said office shall be placed, unless otherwise approved in writing, at a site selected by CONTRACTOR and approved by ENGINEER. The building shall be weatherproof and be provided with doors and locks, electric illumination and adequate ventilation. The floor of the building shall be raised above the ground. A complete set of Contract Drawings and Specifications shall be kept in the temporary office throughout the construction period and shall be accessible for use by OWNER and ENGINEER. The building shall be maintained in a clean condition throughout the Contract period and shall be removed from the site upon completion of all Work.

.02 SANITARY FACILITIES:

CONTRACTOR shall make all arrangements and furnish all materials required to obtain any needed sanitary facilities and to satisfy the requirements of local or state health authorities, ordinances, and laws.

.03 STORAGE OF MATERIALS:

- a. No materials shall be stored nor shall any equipment be parked on adjacent property without the expressed consent of owner of the property concerned.
- b. Secure and watertight storage facilities of suitable size with floors raised above the ground shall be provided for materials liable to damage from exposure to the weather. Other materials shall be stored on blocks off the ground. Materials shall be so placed as to permit easy access for inspection and identification. Any material which has deteriorated, become damaged, or otherwise unfit for use, shall not be used in the Work, and shall be immediately removed from the site by CONTRACTOR. Upon completion of all Work or when directed, CONTRACTOR shall remove storage facilities from the site.

.04 TEMPORARY UTILITIES:

CONTRACTOR shall arrange for and secure all temporary connections for water, electricity, gas and other services needed by him for the proper execution of his operations. Costs for these services shall be paid for by CONTRACTOR.

.05 BARRICADES AND WARNINGS:

- a. The safety of the public shall of primary importance during construction. In all respects provisions for public safety shall be CONTRACTOR's responsibility.
- b. Should conditions be such that the public safety is involved, the Contractor shall provide warning lights which shall be kept burning between the hours of sunset and sunrise. Barricades and warnings shall be in accordance with Item 502, "Barricades, Signs and Traffic Handling" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (November 2014 edition).

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01525 - TRENCH EXCAVATION SAFETY REQUIREMENTS

.01 GENERAL:

This Specification shall govern all the Work under the Contract related to trench excavations which will exceed a depth of five feet.

.02 REFERENCES:

For all excavation of trenches which will exceed a depth of five feet, CONTRACTOR's trench excavation safety procedures shall in all respects meet the current standards established by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) on excavation, trenching and shoring, including, but not limited to, (Subpart P, Part 1926), of the Code of Federal Regulations, all of which are incorporated herein by reference.

.03 RESPONSIBILITY:

CONTRACTOR has the sole and exclusive responsibility for the sufficiency of the trench excavation safety systems utilized. CONTRACTOR shall specifically agree that neither OWNER nor ENGINEER has such responsibility, and CONTRACTOR will not rely on OWNER or ENGINEER or any of their representatives for inspection, design, supervision, construction or any other aspect of trench excavation safety protection.

CONTRACTOR and its sureties shall defend, indemnify and hold harmless OWNER and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorneys' fees and expenses brought for any injuries to persons or damages to property in connection with the negligence of CONTRACTOR in the inspection, design, engineering, supervision, construction, safety devices or other activity connected with the trench excavation safety protection under this Agreement. So much of the money due CONTRACTOR under this Contract as shall be considered necessary by OWNER may be retained for the use of OWNER, or in case no money is due, the sureties shall be held, until all suits, actions, and claims shall have been settled and satisfactory evidence to that effect furnished OWNER. CONTRACTOR and its sureties expressly agree to defend, indemnify and hold harmless OWNER, its officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts, or omissions, including negligence, of OWNER or its officers, agents or employees or any condition of the OWNER's property. CONTRACTOR shall, at his own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and actions.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01700 -CONTRACT CLOSEOUT REQUIREMENTS

Before final acceptance by OWNER, the following items must be submitted and accepted by ENGINEER:

- a. Final Inspection completed
- b. Bound manuals of servicing or operating instructions with recommended lubricants for all equipment
- c. CONTRACTOR's Guarantee.

CONTRACTOR shall deliver to OWNER, upon completion of all Work, his written guarantee, found herein as "CONTRACTOR'S GUARANTEE".

This guarantee shall be made to cover a period of one (1) year from the date of completion of all Work, and must be furnished to and approved by OWNER before acceptance and final payment is made.

Neither the final payment, nor any provision stated above, shall relieve CONTRACTOR of responsibility for neglect of faulty materials or workmanship during the period covered by the guarantee.

- d. All other guarantees and warranties properly assigned to OWNER

CONTRACTOR shall provide OWNER with copies of all guarantees or warranties which have been made to CONTRACTOR by suppliers or subcontractors, together with an assignment of such warranties and guarantees to OWNER; however, such assignment shall not relieve CONTRACTOR of the responsibility (stated in his guarantee) in case of failure of subcontractors or suppliers to fulfill the provisions of such warranties or guarantees.

Neither the final payment, nor any provision stated above, shall relieve CONTRACTOR of responsibility for neglect of faulty materials or workmanship during the period covered by the guarantee.

- e. CONTRACTOR's Conditional Waiver and Release on Final Payment

CONTRACTOR shall deliver to OWNER, upon completion of all Work, a final sworn certification of no claims and waiver of liens.

Such certification and waiver shall be found herein as the "CONTRACTOR's CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT", and if applicable, the "SUBCONTRACTOR's CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT".

- f. Final Application for Payment.

CONTRACTOR'S GUARANTEE

I, _____, being _____ of _____ (hereinafter called "CONTRACTOR"), do hereby make the following statements to **CALHOUN COUNTY** (hereinafter called "OWNER") in relation to the completed project known as **BID NO. 2024.05 - SEADRIFT DRAINAGE IMPROVEMENTS PROJECT - GLO CONTRACT NO. 22-085-014-D245 FOR CALHOUN COUNTY, TEXAS**

I guarantee...

That all of the completed Work is free from faulty materials in every particular,

That all of the completed Work is free from improper workmanship, and

That no injury will occur from proper and usual wear,

That OWNER has been assigned all guarantees and/or warranties originally made to CONTRACTOR by suppliers and subcontractors, if any. (Such assignment does not relieve CONTRACTOR of the responsibility stated in each guarantee and/or warranty in case of failure of suppliers or subcontractors to fulfill the provisions of such guarantees and/or warranties.)

I agree...

That the execution of the final certificate or the receipt of the final payment does not relieve CONTRACTOR of the responsibility for neglect of faulty materials or workmanship during the period covered by this Guarantee,

To replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect, and

To make good all damage caused to other Work or materials, due to such required replacement or re-execution.

This Guarantee is in effect as of the _____ day of _____ 20____, and shall cover a period of **ONE (1) FULL YEAR** from said effective date.

(CONTRACTOR)

Signed By: _____

Print Name/Title: _____

Date: _____

CONTRACTOR'S CONDITIONAL WAIVER AND
RELEASE ON FINAL PAYMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NO. 2024.05 – SEADRIFT DRAINAGE IMPROVEMENTS PROJECT –**
GLO CONTRACT NO. 22-085-014-D245 FOR CALHOUN COUNTY, TEXAS

Job No. **5310.013a**

On receipt by the signer of this document of a check from **CALHOUN COUNTY** (*maker of check*) in the sum of \$_____ payable to _____ (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of **CALHOUN COUNTY** (*owner*) located in Seadrift, Texas (*location*) to the following extent: **BID NO. 2024.05 – SEADRIFT DRAINAGE IMPROVEMENTS PROJECT – GLO CONTRACT NO. 22-085-014-D245 FOR CALHOUN COUNTY, TEXAS** (*job description*).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **CALHOUN COUNTY** (*person with whom signer contracted*).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

(CONTRACTOR)

Signed By: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____,
on _____, 20____, to certify which witness my hand and seal of
office.

Notary Public, State of Texas

My Commission Expires: _____

**SUBCONTRACTOR'S CONDITIONAL WAIVER AND
RELEASE ON FINAL PAYMENT**

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NO. 2024.05 – SEADRIFT DRAINAGE IMPROVEMENTS PROJECT –
GLO CONTRACT NO. 22-085-014-D245 FOR CALHOUN COUNTY, TEXAS**

Job No. **5310.013a**

On receipt by the signer of this document of a check from
_____ (*maker of check*) in the sum of
\$ _____ payable to _____
(*payee or payees of check*) and when the check has been properly endorsed and has been
paid by the bank on which it is drawn, this document becomes effective to release any
mechanic's lien right, any right arising from a payment bond that complies with a state or
federal statute, any common law payment bond right, any claim for payment, and any
rights under any similar ordinance, rule, or statute related to claim or payment rights for
persons in the signer's position that the signer has on the property or easements of
CALHOUN COUNTY (*owner*) located in Seadrift, Texas (*location*) to the following
extent: **BID NO. 2024.05 – SEADRIFT DRAINAGE IMPROVEMENTS PROJECT –
GLO CONTRACT NO. 22-085-014-D245 FOR CALHOUN COUNTY, TEXAS** (*job
description*).

This release covers the final payment to the signer for all labor, services,
equipment, or materials furnished to the property or to _____
(*person with whom signer contracted*).

Before any recipient of this document relies on this document, the recipient should
verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received
from this final payment to promptly pay in full all of the signer's laborers, subcontractors,
materialmen, and suppliers for all work, materials, equipment, or services provided for or
to the above referenced project up to the date of this waiver and release.

(SUBCONTRACTOR)

Signed By: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____,
on _____, 20____, to certify which witness my hand and seal of
office.

Notary Public, State of Texas

My Commission Expires: _____

**END OF SECTION
END OF DIVISION**

ITEM 999

HYDROTURF® Z ENGINEERED TURF SPECIFICATION

PART 1: GENERAL

1.01 SUMMARY

Specifications for the Engineered Turf component of the HydroTurf® Z System.

1.02 RELATED SECTIONS

- Section 31 23 13** - Subgrade Preparation
- Section 01 42 00** - HydroTurf Z References and Definitions
- Section 03 49 01** - HydroBinder® Infill Specification
- Section 03 05 59** - Penetrating Catalyzed Colloidal Silicate Concrete Treatment for HydroTurf

1.03 REFERENCES

- A. See Section 01 42 00 - References and Definitions

1.04 SUBMITTALS

Include the appropriate project submittal requirements and MQC Testing. Examples of potential submittal requirements are included in the following.

- A. Pre-Production and Pre-Shipment – Submit to the Owner’s Representative

Certificate of Compliance: Certificate of Compliance shall indicate that the engineered turf meets or exceeds the property values in Table 1. Also, the turf fiber color / blend shall be indicated.

Provide representative manufacturer Product Data Sheet.

Provide one (1) representative product sample.

Provide manufacturer’s quality control program for the engineered synthetic turf component, including test procedures and frequency for this project.

Provide Material Safety Data Sheets (MSDS) for the engineered synthetic turf and for the HydroBinder infill.

Provide Installation Guidelines.

- B. Prior to mobilization of the Installer to the site, Contractor shall submit the following information from Geosynthetic Installer:

Installation schedule.

Installation capabilities, including:

- a. Information on equipment proposed for this project;
- b. Average daily production anticipated for this project; and
- c. Quality control procedures.

Resume of the superintendent to be assigned to this project, including dates and duration of employment.

Resumes of all personnel who will perform seaming/welding operations on this project, including dates and duration of employment.

GEOSYNTHETICS INSTALLER PERSONNEL shall attend HydroTurf Z orientation prior to beginning the installation.

- C. During the installation, the Installer shall be responsible for the timely submission to the Owner's Representative of subgrade acceptance certificates, signed by the Installer, for each area to be covered with HydroTurf.

PART 2: MATERIALS

2.01 DELIVERY, STORAGE AND HANDLING

- A. Delivery:

Deliver materials to the site only after the Owner's Representative and the Owner approve required submittals.

CQA Personnel shall observe and document that all rolls of delivered to the site have been properly identified with the following for Engineered Synthetic Turf:

- a. Manufacturer's name
- b. Product identification
- c. Lot number
- d. Roll number
- e. Roll dimensions

CQA Personnel shall observe and document the following with regard to Engineered Synthetic Turf:

- i. The synthetic turf is wrapped in rolls with protective covering.
- ii. The rolls are not damaged during unloading.
- iii. Protect the synthetic turf from mud, soil, dirt, dust, debris, cutting, or impact forces.
- iv. Each roll must be marked or tagged with proper identification.

Separate damaged materials from undamaged materials and store at locations designated by the Owner until proper disposition of material is determined by the Owner and the Owner's Representative.

Separate rolls without proper documentation and store until the Owner's Representative approval is received.

B. On-Site Storage:

Store in space allocated by the Owner.

Protect from puncture, dirt, grease, water, moisture, mud, mechanical abrasions, excessive heat or other damage.

Store the engineered turf on level prepared surface (not on wooden pallets). The prepared surface for the engineered turf should be graded to drain away from HydroTurf components.

Stack the engineered turf no more than three rolls high.

C. On-Site Handling:

Use appropriate handling equipment to load, move or deploy engineered turf. Appropriate handling equipment includes cloth chokers / straps, and spreader bar for loading, spreader and roll bars for deployment. Dragging rolls and / or panels on the ground surface shall not be permitted.

Do not fold engineered turf material. Folded material shall be rejected.

The installer is responsible for storage, and transporting material from storage area to installation area.

D. Damaged Engineered Synthetic Turf:

Damaged engineered synthetic turf will be documented by the Owner's Representative.

Damaged engineered synthetic turf shall be repaired, if approved by the owner's representative, in accordance with these specifications or shall be replaced at no additional cost to the Owner.

2.02 ENGINEERED SYNTHETIC TURF – HYDROTURF Z

- A. Manufacturer: Shaw Industries, Inc.

The engineered turf component shall meet or exceed property values listed in Table 1 as an individual component and as the performance property as the HydroTurf Z system.

Engineered synthetic turf shall be supplied by Watershed Geosynthetics as a component of the HydroTurf Z Revetment System.

- B. Substitutions

None

- C. The engineered synthetic turf shall be comprised of the following components:

Polyethylene monofilament yarn fibers

Two polypropylene backing geotextiles

Polyethylene coating with a polyethylene film extruded to the geotextile backing

- D. The polyethylene yarn shall conform to the color selected by the Owner per color coding provided under Section 1.04(A)(1).

Table 1 – Property Values for Engineered Synthetic Turf Component of HydroTurf Z

Property	Test Method	Required Value
Yarn	ASTM D1577	Polyethylene Monofilament
Tufted Pile Height	ASTM D5823	2.25 ± 0.25 inches
Pile Weight	ASTM D5848	34 ± 2.0 oz/yd ²
Weight of Polyethylene Coating and Film	ASTM D5848	18.4 ± 2.0 oz/yd ²
Total Weight	ASTM D5848	58.9 ± 4.0 oz/yd ²
Yarn Tensile	ASTM D2256	15 lbs (min)
CBR Puncture	ASTM D6241	700 lbs (min)
Wide Width Tensile (MD / XMD)	ASTM D4595	1000 lb/ft. (min)
Aerodynamic Evaluation	GTRI* Wind Tunnel	120 mph
UV Resistance and Stability of Engineered Synthetic Turf	ASTM G147 ASTM G7	>60% Retained Tensile Strength at 100-year exposure (projected)
Steady State Hydraulic Overtopping	ASTM D7277 / ASTM D7276	25 ft/sec velocity
Manning's N Value	ASTM D7277 / ASTM D7276	0.018 – 0.025
Interface Friction (Low Confining Stress Against Concrete Sand)	ASTM C5321	22° min. (peak)
Typical Roll Dimensions	12-ft (3.66-m) Wide x 300-ft (91.4-m) Long (Roll Lengths may vary ±3%)	
Roll Area (approximate)	3600 ft ² (334.5-m ²)	

* Georgia Tech Research Institute

PART 3: EXECUTION

3.01 EXAMINATION

- A. Verify in writing that the surface on which the engineered synthetic turf will be installed is acceptable. In so doing the Installer shall assume full liability for the accepted surface.
- B. The beginning of installation means acceptance of existing conditions. The Installer shall be responsible for maintenance of the covered subgrade once installation of engineered synthetic turf begins.

3.02 SURFACE PREPARATION

- A. Maintain the surface suitability and integrity until the HydroTurf installation is completed and accepted.
- B. Repair rough areas and any damage to the subgrade caused by installation.
- C. To avoid sharp bends in the engineered synthetic turf, bevel the leading edges of the anchor trenches and grade breaks.
- D. Subgrade shall be smooth, uniform, firm and unyielding, and free from rocks or other debris. No rocks or protrusions greater than 1/4-inch in diameter shall be exposed at the subgrade surface.

3.03 ENGINEERED SYNTHETIC TURF DEPLOYMENT AND INSTALLATION

- A. Engineered synthetic turf shall not be deployed:
 - During precipitation;
 - In the presence of excessive moisture;
 - In areas of ponded water;
 - In the presence of excessive winds; or
 - In excessive heat or cold.
- B. The engineered synthetic turf shall be deployed without damage by equipment, handling, trafficking, leakage of hydrocarbons, or by other means. The engineered synthetic turf shall not be dragged.
- C. The synthetic turf is anchored to prevent movement by the wind (the Contractor is responsible for any damage resulting to or from windblown synthetic turf).
- D. The synthetic turf shall be deployed smooth and free of tension (but not loose), stress, folds, ripples / wrinkles, creases, and free of contaminants such as soil, grease, fuel, etc. The turf shall be in intimate contact with the underlying subgrade.
- E. The synthetic turf shall be deployed with the synthetic grass blades pointing towards the top of the slope on slopes greater than 12%.
- F. The panels shall be deployed in a manner to ensure that the turf filaments are pointing upslope and in the same direction as the adjacent panel.
- G. The engineered synthetic turf shall be secured with sand bag anchoring.

H. Synthetic turf seaming shall be performed as follows:

The seam overlaps shall be 5-inch (min) and shall be shingled with the flow of water. The panel on the up-flow / upstream side shall have the overlap placed on top of the down-flow / downstream panel.

Demonstrate the preparation methods and equipment utilized for removal of the salvage from the outside edge of the rolls of turf (i.e. trimming & cutting devices). Mechanical trimming and cutting devices will be utilized for salvage trimming. Box blades and knives shall not be utilized for salvage preparations. Fraying of geotextile strands when performing the removal of salvage is not acceptable.

Frayed or loose edges and/or geotextile strands shall be cut off or removed.

Seaming of the engineered turf component shall be performed by heat-bond welding. This is described as follows:

- a. The DemTech 4-inch, single-wedge welder (Model No. VM-20/4/A Pro-Wedge Welder 120V, VM20 Outfitted with 100-KIT/4S/VC/A.2 Welding Kit, 4-in, 220V, S.S.) shall be used to heat-bond the seams.
- b. Since the temperature and speed controls of the DemTech VM-20 wedge welder are variable and can be increased / decreased depending on weather and environment conditions, the temperature and speed shall be confirmed with a trial seam. This trial seam shall be field tested. Trial seams shall be performed at the being of each day and during the day when the weather (i.e., temperature, humidity, etc.) conditions change.
- c. Trial seams shall be performed as outlined in the HydroTurf Installation Guidelines (most recent revision).
- d. Production field seaming shall be performed and verified in the same manner as trial seams. The production field seams shall be inspected every hour at a minimum. This inspection of the field seams shall be the same as the inspection for the trial seams.
- e. Production fusion seams shall be continuous and have no gaps.
- f. Any damage and defects (including burnouts) that occur during production seaming will be repaired as outlined in Section 3.03(H)(5) and HydroTurf Installation Guidelines (most recent revision).

- g. All seams not passing the visual inspection shall be repaired.
- h. After seaming operations, the edges of the synthetic turf panels shall be sufficiently anchored with sandbags in the top of slope perimeter anchor trenches unless otherwise noted on the construction drawings.

Repairs, caps and tie-ins of engineered turf shall be performed as follows:

- i. Repairs to engineered turf shall be completed by using 4-inch (min) overlapped heat-bonded seam.
 - j. Tie-in seams along flatter slope (i.e. 15% or less) with length greater than 25 feet shall use the DemTech VM-20 single-wedge welder [Section 3.05 (H)(1)].
 - k. A hand-held Leister or other equivalent hot-air gun (with hand pressure) should be used in shorter or smaller concentrated areas (i.e., butt seams, caps or patches).
 - l. Hand leistering shall be field tested with a trial seam to confirm proper seaming in accordance with the HydroTurf Installation Guidelines (most recent revision).
- I. The top of slope anchor trenches shall be left open until seaming is completed of the engineered synthetic turf. Expansion and contraction of the engineered synthetic turf should be accounted for during installation. Prior to backfilling the top of slope anchor trench, the depth of penetration of the engineered synthetic turf into the anchor trench shall be verified by the Owner's Representative at a minimum of 100 foot spacing along the anchor trench. The anchor trench should be filled in the morning when temperatures are coolest to reduce bridging of the engineered synthetic turf.
- J. Installer shall backfill top of slope anchor trenches prior to placement of infill into the engineered synthetic turf component. This will minimize the creation of wrinkles while placing the infill. Bottom and side-slope anchor trenches shall not be backfilled until after infill placement. This will allow corrections in the field during the deployment of the engineered synthetic turf. Note that wrinkles will travel down the slopes and cannot be redistributed up slopes, so it is important that bottom and side-slope anchor trenches remain open so that pulling adjustments can be made.

3.04 EQUIPMENT ON THE ENGINEERED SYNTHETIC TURF

- A. Construction equipment on the deployed synthetic turf shall be minimized to reduce the potential for synthetic turf material puncture. Small

equipment such as generators shall be placed on scrap synthetic turf / geosynthetic material (rub sheets) above engineered synthetic turf.

B. During Construction:

On slopes exceeding 15%

- a. No equipment will be allowed until HydroBinder Infill is in place.

On slopes less than 15%

- b. ATV type vehicles and/or rubber tracked skid steer machines will be allowed prior to infill placement if the tire / track ground pressure is less than 5 psi.

Equipment operators shall inspect equipment rubber tires or tracks for sharp protrusions from foreign matter or tire/track damage, embedded rocks, or other foreign materials protruding from tires/track prior to driving on the synthetic turf. Equipment travel paths driven on synthetic turf shall be as straight as possible with no sharp turns, sudden stops or quick starts.

Damage caused by having equipment on the engineered synthetic turf (i.e., tears, rips, punctures, wrinkles, ripples, movement, etc.) shall be the responsibility of the installer to repair.

C. Post installation, no equipment shall be allowed on the HydroTurf until HydroBinder Infill is fully cured for 28 days:

Driving should be limited and only in areas where the subgrade under the HydroTurf is well-compacted, firm and unyielding.

Drivability tire / track (ground) pressures should be limited to less than 35 psi. Rubber tire and/or tracked vehicles or equipment only.

On slopes flatter than 10%, allowable ground pressures may only be increased with the written approval of the POR.

D. Any activity that may be identified during the course of construction by the POR, OWNER'S REPRESENTATIVE, or CQA PERSONNEL as being a possible danger to the integrity of the HydroTurf CS system will be prohibited regardless of any prior approval.

3.05 MEASUREMENT AND PAYMENT

- A. This item will be measured by the square foot of surface using the dimensions shown in the plans and is a plans quantity measurement. The quantity to be paid is the quantity shown in the proposal, unless modified and approved by the Engineer. Additional measurement or calculations will be made if adjustments of quantities are required.
- B. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Engineered Turf." This price is full compensation for furnishing, hauling and placing the engineered turf, including the concrete anchors, equipment, labor, tools and incidentals.

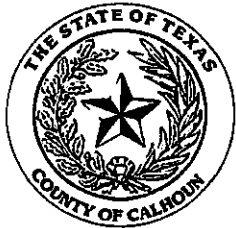
Payment for excavation of the concrete anchors will be included in the unit price of the engineered turf.

END OF SECTION

15

15. Consider and take necessary action to transfer to IT and remove from inventory from Precinct 4 Road & Bridge inventory number 24-0478, Lenovo Yoga Laptop. (GDR)

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



March 20, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

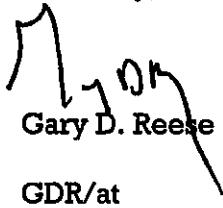
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for March 27, 2024.

- Consider and take necessary action to transfer to IT and remove from inventory from Precinct 4 Road & Bridge inventory number 24-0478, Lenovo Yoga Laptop.

Sincerely,


Gary D. Reese
GDR/at

Calhoun County, Texas
DEPARTMENTAL INVENTORY TRANSFER REQUEST FORM

Requested By: COMMISSIONER
GARY REESE, PCT 4 R&B

[illegible]

16

16. Consider and take necessary action accept the Supplemental Agreement for Professional Services in the amount of \$5,900 with Urban Engineering for Cultural Resources Services for Green Lake Park Development Phase 1, and authorize Judge Meyer to sign all documentation. (GDR)

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



March 20, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for March 27, 2024.

- Consider and take necessary action accept the Supplemental Agreement for Professional Services in the amount of \$5,900 with Urban Engineering for Cultural Resources Services for Green Lake Park Development Phase 1, and authorize Judge Meyer to sign all documentation.

Sincerely,

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

Gary D. Reese

GDR/at



AGREEMENT FOR PROFESSIONAL SERVICES

Date: March 20, 2024

Project No.: E23596.00

Professional Firm:

Urban Engineering
2004 N. Commerce St.
Victoria, Texas 77901-5510
Tel No. (361) 578-9836

Client:

Calhoun County
Attn: Mr. Gary Reese
Calhoun County Commissioner Precinct #4
P.O. Box 177
Seadrift, TX 77983

Project Name/Location:

Supplemental Cultural Resources Services
Calhoun County Green Lake Park Improvements -- Phase 1
Calhoun County, Texas

Scope/Intent and Extent of Supplemental Cultural Resources Services:

I. Cultural Resources Services

1. Administrative time required for plan reviews, meetings, mobilization, and reporting.

Special Conditions:

1. Supplemental Cultural Resources Services will be performed by Urban Engineering through a subcontract with Gray & Pape, Inc. (See attached change order 2)
2. This agreement supplements the original agreement approved on May 18, 2022 between Calhoun County and Urban Engineering.

Fee Arrangement:

Supplemental Cultural Resources Services	\$5,900.00 (estimated)

Billings/Payments:

Invoices for Urban Engineering's services shall be submitted, at Urban Engineering's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Urban Engineering may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

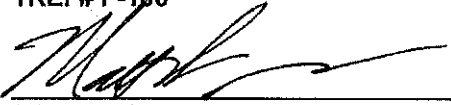
Late Payments:

Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance.

Changes or Modifications:

Any changes or modifications to this Agreement must be in writing and approved by both Urban Engineering and the Client.

Urban Engineering
TREF# F-160


(Signature)

Matt A. Glaze/Vice President
(Printed Name/Title)

3/20/24
(Date)

Calhoun County


(Signature)

Richard H. Meyer/Calhoun County Judge
(Printed Name/Title)

3-27-2024
(Date)

(Continued)

TERMS AND CONDITIONS

Urban Engineering shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, Urban Engineering will have access to the site for activities necessary for the performance of the services.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Urban Engineering, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Urban Engineering.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Urban Engineering shall be submitted to non-binding mediation. The Client and Urban Engineering agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Certificate of Merit:

The Client shall make no claim for professional negligence, either directly or in a third-party claim, against Urban Engineering unless the Client has first provided Urban Engineering with a written certification executed by an independent design professional currently practicing in the same discipline as Urban Engineering and licensed in the State of Texas. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Urban Engineering not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

Certifications, Guarantees and Warranties:

Urban Engineering shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence Urban Engineering cannot ascertain by a visual site inspection.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Urban Engineering, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Urban Engineering's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the professional service fee in this agreement. Such causes include, but are not limited to, Urban Engineering's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or Urban Engineering should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Urban Engineering for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by Urban Engineering under this agreement shall remain the property of Urban Engineering and may not be used by the Client for any other endeavor without the written consent of Urban Engineering.

CHANGE ORDER 2

SUPPLEMENTAL CULTURAL RESOURCES SERVICES
FOR THE GREEN LAKE ENHANCEMENTS PROJECT

Gray & Pape Project Number 22-94332.001

PREPARED FOR:
COMPASS ENVIRONMENTAL SOLUTIONS

PREPARED BY:
GRAY & PAPE, INC.

JANUARY 22, 2024

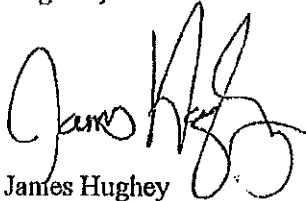
This change order presents the costs for supplemental tasks which were not within the original scope for the project. The out-of-scope items include the following:

- Administrative time in reviewing project plans with engineering to include in the cultural report.
- Administrative time required to prepare for meeting with County and Parks Board personnel at the request of the Parks Board to review proposed amendments to park plans.
- Mobilization time, meeting/field time and associated directs were required for the meeting.
- Administrative time is needed for supplemental agency coordination regarding the revised park plans. This includes drafting and submitting a coordination document to the THC detailing the revised construction plans along with recommendations regarding impacts to cultural resources.

An estimated \$5,900.00 is requested to account for the out-of-scope items.

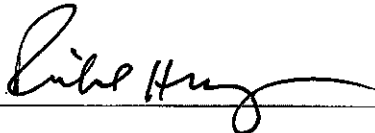
If you have any questions or if you need additional information, please do not hesitate to contact me at (713) 542-0943. If you agree to the request, please sign where indicated below and return to my attention.

Regards,



James Hughey
Southeast Regional Manager
Gray & Pape, Inc.
110 Avondale Street
Houston, Texas 77006

Accepted by: _____



Date: 3-27-2024

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:
2024-1130317

Date Filed:
03/01/2024

Date Acknowledged:

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

Victoria Engineering, Inc. dba Urban Engineering
Victoria, 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, Texas

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.

UE Job #E23596.00

Supplemental Cultural Resources Services performed by Urban Engineering through a subcontract with Gray & Pape, Inc. for Calhoun County Green Lake Park Improvements - Phase 1

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Urban, Larry	Corpus Christi, TX United States	X	
	Schmidt, Thomas	Victoria, TX United States	X	
	Bridges, Ray	Victoria, TX United States	X	
	Glaze, Matt	Victoria, TX United States	X	
	Fromme, Cheyanne	Victoria, TX United States	X	

5 Check only if there is NO Interested Party. ☐

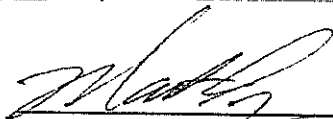
6 UNSWORN DECLARATION

My name is Matt A. Glaze, and my date of birth is [REDACTED]

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

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

Executed in Victoria County, State of Texas, on the 1st day of March, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

17

17. Consider and take necessary action to approve the Letter of Agreement to retain Higgins, Inc. as the Architect for the First Responder Training Facility building project and authorize the Director of EMS to sign this agreement. (RHM)

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

Mae Belle Cassel

From: Dustin.Jenkins@calhouncotx.org (Dustin Jenkins) <Dustin.Jenkins@calhouncotx.org>
Sent: Tuesday, March 19, 2024 9:59 AM
To: Mae Belle Cassel; debbie.vickery@calhouncotx.org
Subject: Fwd: Calhoun County EMS Facility Letter of Agreement
Attachments: Calhoun County EMS Facility - Letter of Agreement.pdf

Mae Belle,

Please place the following Letter of Agreement with Higgins, Inc. on the next Commissioners Court agenda for approval to sign. This is to retain Mr. Higgins as the Architect for the First Responder Training Facility building project.

Thanks,

Dustin

From: "higginsinc@sbcglobal.net (Higgins, Inc.)" <higginsinc@sbcglobal.net>
To: Dustin Jenkins <dustin.jenkins@calhouncotx.org>
Date: Mon, 18 Mar 2024 18:51:07 +0000 (UTC)
Subject: Calhoun County EMS Facility Letter of Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Jenkins,

Please see the attached Letter of Agreement for the Calhoun County EMS Facility.

Thank you,

Laura Bard

Higgins, Inc.
3100 Richmond Ave., Suite 407
Houston, TX 77098
O: 713 524-3444

J. Dustin Jenkins, DMin, MBA, LP
Director of Emergency Medical Services
705 Henry Barber Way
Calhoun County, TX
dustin.jenkins@calhouncotx.org

(361) 571-0014

Calhoun County Texas

Higgins, Inc.
3100 Richmond Ave, Ste. 407
Houston, TX 77098
713-524-3444
higginsinc@sbcglobal.net

March 18, 2024

Mr. Dustin Jenkins, DMin, MBA, LP
Director of Emergency Medical Services
705 Henry Barber Way
Port Lavaca, TX 77979

RE: Design Services for
Calhoun County First Responder Training Facility
705 Henry Barber Way
Port Lavaca, TX 77979

Dear Mr. Jenkins

Higgins, Inc. appreciates your request for this opportunity to provide design services for the project/address referenced above.

This letter serves as a formal agreement between Higgins, Inc. and Dustin Jenkins, whereby Higgins, Inc. will provide professional design services and provide architectural documentation only, sufficient to apply for and secure a city building permit for a new metal building at 705 Henry Barber Way. The scope is based on drawings from and discussions with Dustin Jenkins on March 6, 2024.

Fees to draft the architecture and respond to city comments for the project will be billed at hourly rates and are estimated to be \$5,500.00. Work will commence upon receipt of a \$2,500.00 retainer and executed contract. Fees are due upon delivery or accrued time at our hourly rates (see attached fee schedule).

Design services will include the following:

- Site Plan
- Dimensioned floor plan
- Construction notes and specifications
- Code Analysis

Not included:

- Structural Design
 - Windstorm Engineering or inspections
 - MEP Design
 - Survey
 - Civil Design
 - Geotechnical Services
 - TAS Review and Inspection
 - Permitting or permit fees
 - Energy Code – additional fee if required
 - Any Site Visits
-

Design Services for 705 Henry Barber Way

Client to provide:

- CAD files
- Deed Restrictions to determine set backs
- Survey

This agreement identifies design functions to be performed as a part of the design of this project. Efforts have been made to include all anticipated design requirements; however, there may be unforeseen design needs. The estimated price range is based on minimal revisions to the understood scope of design services. Additional work, not contemplated at present, and not outlined in the above text, shall be billed at the hourly rates indicated. Additional work includes any client change to the architectural design scope as described above. The above fees do not include permitting, inspections, or other expenses, such as surveying, energy code compliance, city required forms and applications. All expenses incurred are billed at cost, plus 10 %. Expenses include but are not limited to travel, reproduction costs, delivery costs, and overdue account collection fees.

This proposal may be withdrawn by Higgins, Inc. if not accepted/authorized within 30 days. We ask that you initial and date all the services requested and sign the following acceptance page. This agreement may be terminated in writing by either party at any time without cause. Payment shall be provided for services up to date of termination. If any portion of the retainer exceeds hours worked, the balance will be refunded upon termination of this agreement.

We hope that this proposal will meet with your agreement and that we may provide you with our services. Should you have any questions, please do not hesitate to call us. Thank you again for taking the time to inquire about our service/fees for this project.

Respectfully,

HIGGINS, INC.

By: Ciarinn M. Higgins
President

Attachments: "Professional Fees Schedule"

Higgins, Inc.
3100 Richmond Ave. Ste. 407
Houston, TX 77098
713-524-3444
higginsinc@sbcglobal.net

ACCEPTANCE OF AGREEMENT

The fees, specifications and conditions stated here are satisfactory and are hereby accepted. Acceptance of the services desired is noted with initials and dated above. You are authorized to do the work as specified. I agree to the payments as specified.

ACCEPTED BY: _____

(Signature)

(Date)

J. DUSTIN JENKINS

DIRECTOR OF EMS

(Print name)

(Title)

CALHOUN COUNTY EMS

(Company)

705 HENRY BARBER WAY

(Address)

PORT LAVACA, TX 77979

(City)

(State)

(Zip)

PHONE: 361-552-1140

FACSIMILE: _____

EMAIL: dustin.jenkins@calhouncotx.org

Higgins, Inc.
3100 Richmond Ave. Ste 407
Houston, TX 77098
713-524-3444
higginsinc@sbcglobal.net

PROFESSIONAL FEES SCHEDULE
JANUARY – DECEMBER, 2024
FEES SUBJECT TO CHANGE WITHOUT NOTICE

Principal	\$250/hr
Construction administration	\$250/hr
Draftsman	\$180/hour
Secretarial	\$50/hour
Telephone Consultations	hourly rate
Subsistence and other travel expenses, Long distance telephone charges, postage and freight, out-of-pocket expenses for other services	Cost Plus 10%
Automobile Mileage (travel expense)	67¢ per mile
Photographs (includes 2 copies)	\$2.50 each
Letter/Legal size copies	\$10 min./\$0.20 each
Reproductions/ Plots (24 x 36)	\$9.55/ea sheet of first set, \$2.50/ea sheet additional sets
Reproductions/ Plots (30 x 42)	\$13.10/ ea sheet of first set, \$3.52/ ea sheet additional sets
CD Rom copies	\$15 each copy

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.

Higgins, Inc.
Houston, TX United States

Certificate Number:
2024-1137060

Date Filed:
03/20/2024

Date Acknowledged:

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.

Architectural Services
CCEMS First Responder Training Facility architectural drawings

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 Laura Bard, and my date of birth is 10/13/1972.

My address is 3100 Richmond Ste 407, Houston, TX, 77098, 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 TX, on the 20 day of March, 20 24.
(month) (year)

Laura Bard
Signature of authorized agent of contracting business entity
(Declarant)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

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.

Higgins, Inc.

2 Business name/disregarded entity name, if different from above

same as 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

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ 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.

3100 Richmond Ave. Ste. 407

6 City, state, and ZIP code

Houston, TX 77098

7 List account number(s) here (optional)

Requester's name and address (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

7 6 - 0 6 8 5 4 7 0

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 ► 03/20/2024

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.

18

18. Consider and take necessary action to add "IT Certification" as a special license paid at the same rate as the Paramedic License (\$0.58/hr) and added to the License Differential list. Approval of qualifying certifications will be at the discretion of the County IT Director when individuals are recommended by a Department head. (RHM)

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

Mae Belle Cassel

From: Dustin.Jenkins@calhouncotx.org (Dustin Jenkins) <Dustin.Jenkins@calhouncotx.org>
Sent: Wednesday, March 20, 2024 2:29 PM
To: Mae Belle Cassel; debbie.vickery@calhouncotx.org
Cc: Candice Villareal; Rhonda Kokena; Erika Rojas; ron.reger@calhouncotx.org
Subject: Agenda Item for Next Commissioners Court

Ron,

How does this look for the IT Certification?

Mae Belle,

Please add Agenda Item #7 from today's Commissioner Court Agenda (March 20, 2024) to next weeks agenda as discussed in Commissioners Court and consider adding italicized section with approval from Ron.

7. Consider and take necessary action to add "IT Certification" as a special license paid at the same rate as the Paramedic License (\$0.58/hr) and added to the License Differential list. *Approval of qualifying certifications will be at the discretion of the County IT Director when individuals are recommended by a Department head.*

J. Dustin Jenkins, DMin, MBA, LP
Director of Emergency Medical Services
705 Henry Barber Way
Calhoun County, TX
dustin.jenkins@calhouncotx.org
(361) 571-0014

Calhoun County Texas

Proposed updated License Differentials – Commissioners Court Agenda March 27, 2024

License Differentials (per certification and if applicable):

➤ Pesticide/Herbicide	\$ 0.12
➤ EMT Intermediate Certification	\$ 0.14
➤ Vector	\$ 0.58
➤ CDL	\$ 0.17
➤ CDL-X (Hazmat endorsement)	\$ 0.26
➤ K-9	\$ 0.58
➤ IT Certification*	\$ 0.58
➤ Paramedic License	\$ 0.58
➤ Pesticide/Herbicide plus Vector	\$ 0.69

*at discretion of County IT Director when recommended by Department Head

19

19. Discuss and take necessary action to renew aerobic septic system service contract for Six Mile Volunteer Fire Department with Victoria Precision Products and allow Commissioner Vern Lyssy to sign. (VLL)

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

Vern Lyssy

Calhoun County Commissioner, Precinct #2

5812 FM 1090
Port Lavaca, TX 77979



(361) 552-9656
Fax (361) 553-6664

March 14, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

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

- Discuss and take necessary action to renew aerobic septic system service contract for Six Mile Volunteer Fire Department with Victoria Precision Products and allow Commissioner Vern Lyssy to sign.

Sincerely,

A handwritten signature in black ink, appearing to read "Vern Lyssy". The signature is written in a cursive style with a long, sweeping tail.

Vern Lyssy

VL/lj

Victoria Precision Products
P.O. Box 3902
Victoria, TX 77901



* This customer has chosen to Electronically Sign this contract.

Date Printed: 3/18/2024

Phone: (361) 576-2383

Fax: (361) 782-6675

www.victoriaprecision.com vpp1@tisd.net

Customer ID: 1130

Site: 34 Royal Road, Port Lavaca, TX 77979

County: Calhoun

To: Calhoun Co Pct #2, Six Mile Fire Dept.

Attention: Vern Lyssy

5812 FM 1090

Port Lavaca, TX 77979

Area: 16N

Map Key: 16N

Main Phone

(361) 212-9656

Email: Lesa.Jurek@calhouncotx.org

Installed by: Kelli Coldewey, RS

Install: 5/9/2017

Contract with: Victoria Precision Products

Warranty End: 5/9/2019

Treatment Type: Aerobic / Disposal: Surface Application

MFG: Ecological Tanks, Inc. / Brand: Aqua Aire / S#: AA061080

Disinfectant: Liquid Bleach

Contract Period

5/9/2024

through

5/9/2025

Permit #: 2017-98

Agency: Victoria County Health Department

3 visits per year - one every 4 months

Terms of Maintenance Contract

1.) Three (3) inspections a year (at least one every four months). Inspections include adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting the control panel, air pumps, air filters and diffuser operation. Replacement/repair costs will be billed directly to the property owner. A Victoria Precision Products, Inc. employee will respond to a complaint within 48 hours.

2.) An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual will be taken and reported as required by regulation.

3.) If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.

4.) The property owner is responsible for maintaining a chlorine residual of at least 0.1 mg/L in the treatment system. This can be accomplished by using chlorine (calcium hypochlorite) tablets for systems designed with a tablet chlorinator or liquid chlorine bleach for systems designed with a liquid chlorinator. Swimming pool tablets must not be used in the aerobic units designed for chlorine tablets because they cause corrosion of the components of the system. At the time of a service inspection, the service representative will inform the property owner if the chlorinator does not contain sufficient tablets or liquid chlorine (whichever is applicable) to effectively disinfect the wastewater.

5.) Any additional visits, inspections or sample collections required by specific County Agencies, the TCEQ or any other regulatory agency in your jurisdiction will not be covered by this policy. The required routine reporting of system operation and function to the local authority, as required by OSSF regulation, will be covered by this policy.

The Aerobic Owner's Manual must be strictly followed or warranties are subject to invalidation. This warranty is strictly limited to the above terms and does not include the cost of replacement components, chlorine or pumping of sludge build-up. The Maintenance Policy includes labor charges only for normal routine inspections and maintenance. Additional service calls are not covered by this policy. Service determined to be caused by abuse or neglect is not covered by this policy. Failure to pay for replacement components, not covered under a separate aerobic warranty, within thirty (30) days will void this contract.

The property owner agrees to provide Victoria Precision Products, Inc. with all gate combinations, keys, etc. necessary to gain access to the system for the purpose of conducting routine inspections or service calls prior to the start date of this contract and notify Victoria Precision Products, Inc. immediately if at any time gate combinations, keys, etc. change and provide the new combinations or keys. By signing this form, both Maintenance Provider and Property Owner agree to the terms of this policy. If property is not accessible on any attempted inspection, a \$125.00 re-inspection fee will be charged.

Fees: Payable in advance of service:

Date: 3-27-2024 Customer: V. Lyssy

Date: 3-18-2024 Service Representative: Kelli Coldewey, OS0008881

E-Signed: Calhoun Co Pct #2, Six Mile Fire Dept. *

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.

Victoria Precision Products
Victoria, TX United States

Certificate Number:
2023-992110

Date Filed:
03/08/2023

Date Acknowledged:

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.

1130

Maintenance contract for an aerobic treatment system.

[illegible]

5. Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Hell, Golden and my date of birth is 11/11/1971

My address is _____
(street) (city) (state) (zip code) (country)

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

Executed in Victoria County, State of TX on the 10th day of March, 2024
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

20

20. Consider and take necessary action to award qualified bidder on Bid No. 2024.04 Recycle Waste Transfer Station Project and allow Commissioner Vern Lyssy to sign any and all paperwork. (VLL)

**Scott Mason explained and gave the court his recommendation.
Commissioners' awarded bid to ConMetal Contractors.**

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

Mae Belle Cassel

From: Debbie.Vickery@calhouncotx.org (Debbie Vickery) <Debbie.Vickery@calhouncotx.org>
Sent: Thursday, March 21, 2024 8:39 AM
To: Mae Belle Cassel
Subject: FW: Agenda Item
Attachments: 3-27 RWTS Bid Award.pdf

From: Lesa.Jurek@calhouncotx.org (Lesa Jurek) [mailto:Lesa.Jurek@calhouncotx.org]
Sent: Wednesday, March 20, 2024 4:05 PM
To: debbie.vickery@calhouncotx.org
Cc: demi.cabrera <demi.cabrera@calhouncotx.org>; 'Commissioner Vern Lyssy' <vern.lyssy@calhouncotx.org>
Subject: Agenda Item

Please add to next agenda

Thank you and have a blessed day.

Lesa Jurek

Office Manager
Calhoun County, Pct. 2
5812 FM 1090 N
Port Lavaca, TX 77979
361-552-9656
361-553-6664 fax

Calhoun County Texas

Calhoun County Texas

Vern Lyssy

Calhoun County Commissioner, Precinct #2

5812 FM 1090
Port Lavaca, TX 77979



(361) 552-9656
Fax (361) 553-6664

March 20, 2024

Honorable Richard Meyer
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Dear Judge Meyer:

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

- Consider and take necessary action to award qualified bidder on Bid No. 2024.04 Recycle Waste Transfer Station Project and allow Commissioner Vern Lyssy to sign any and all paperwork.

Sincerely,

A handwritten signature in black ink, appearing to read "Vern Lyssy", is written over the "Sincerely," line.

Vern Lyssy

VL/lj

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
TBPE Firm Registration No. F04188

March 19, 2024

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

RE: LETTER OF RECOMMENDATION
Bid No. 2024.04 – Recycle Waste Transfer Station Project

Dear Honorable Judge & County Commissioners,

Bids for construction of the above referenced project were received at the County Judge's office until 2:00 p.m., Tuesday, March 12, 2024, at which time Bids were publicly opened and read aloud.

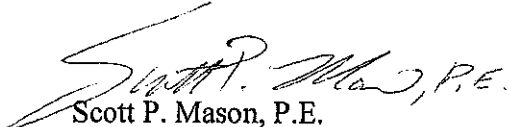
The enclosed Bid Opening Table indicates there were a total of five (5) bidders submitting bids. Based on the Base Bid and Owner's Option's 1 through 8 being considered and totaled, the "Apparent Low Bidder" is Con-Metal Contractors, Inc.

We have not had the privilege of working with Con-Metal Contractors but based on our research, they appear to be qualified and capable of performing the required work. Therefore, we recommend that the Construction Contract be awarded to Con-Metal Contractors, Inc. for the Base Bid Amount plus Owner's Options 1 through 8.

If the County concurs with this recommendation, and upon your direction, we will prepare a Construction Contract package immediately and deliver it to Con-Metal Contractors, Inc.

Please call me @ (361) 552-4509 if you have any questions.

Sincerely,
G & W Engineers, Inc.



Scott P. Mason, P.E.

Enclosures: Bid Opening Table & Itemized Bid Table

cc: file 5310.023

G & W Engineers, Inc.
205 W. Live Oak
Fort Lavaca, TX 77979

ITEMIZED BID TABLE

Bid Number 2024.04 - Recycle Waste Transfer Station Project for Calhoun County, Texas

Date: March 12, 2024
Time: 2:00 p.m.
Job No. 5310.023

BID ITEM	DESCRIPTION	QTY	UNIT	Boettcher Hlavinka Co.		BLS Construction, Inc.		Con-Metal Contractors, Inc.		Clyde Kazmir Construction, Inc.		Rexco, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, demobilization, barricades, and insurance.	1	LS	\$7,500.00	\$7,500.00	\$47,754.25	\$47,754.25	\$28,000.00	\$28,000.00	\$35,500.00	\$35,500.00	\$10,000.00	\$10,000.00
2	Building foundation complete in place, including select fill as designed and includes incorporated concrete push walls.	1	LS	\$313,500.00	\$313,500.00	\$328,171.27	\$328,171.27	\$263,000.00	\$263,000.00	\$372,725.00	\$372,725.00	\$307,500.00	\$307,500.00
3	Pre-engineered metal building, siding, gutter system, and roof. This item includes any engineering cost/fees to receive stamped PEMB drawings from manufacturer.	1	LS	\$133,947.00	\$133,947.00	\$195,000.00	\$195,000.00	\$188,000.00	\$188,000.00	\$322,500.00	\$322,500.00	\$183,500.00	\$183,500.00
TOTAL BASE BID				\$454,947.00		\$570,925.52		\$477,000.00		*Corrected Total \$730,725.00		\$501,400.00	

OWNER'S OPTIONS

O1	8" thick reinforced concrete pavement.	3,470	SF	\$17.00	\$58,990.00	\$12.20	\$42,334.00	\$9.94	\$34,491.80	\$14.53	\$50,766.10	\$37.03	\$128,484.10
O2	8" thick limestone pavement (complete in place and in final position).	17,160	SF	\$5.00	\$85,800.00	\$4.80	\$82,368.00	\$6.57	\$112,741.20	\$4.80	\$78,936.00	\$8.54	\$119,080.40
O3	24" HDPE storm pipe.	77	LF	\$107.00	\$8,239.00	\$79.81	\$6,129.97	\$102.60	\$7,900.20	\$129.00	\$9,933.00	\$153.20	\$11,798.40
O4	15" HDPE storm pipe.	77	LF	\$78.00	\$5,852.00	\$69.75	\$5,370.75	\$51.95	\$4,000.15	\$103.20	\$7,946.40	\$133.03	\$10,243.31
O5	Precast concrete safety end treatments for 15" storm pipes.	2	EA	\$7,425.00	\$14,850.00	\$2,765.75	\$5,533.50	\$2,687.50	\$5,375.00	\$1,925.00	\$3,850.00	\$5,611.50	\$11,223.00
O6	Precast safety end treatments for 24" storm pipes.	2	EA	\$8,000.00	\$16,000.00	\$2,929.50	\$5,859.00	\$2,322.50	\$4,645.00	\$2,690.00	\$5,380.00	\$6,282.50	\$12,565.00
O7	Drainage swales.	370	LF	\$12.40	\$4,588.00	\$27.12	\$10,034.40	\$11.62	\$4,299.40	\$20.00	\$7,400.00	\$25.79	\$9,542.30
O8	General fill material and site grading. Use/reuse of excavated onsite materials from foundation excavation acceptable.	1	LS	\$7,000.00	\$7,000.00	\$23,970.92	\$23,970.92		included in above items	\$10,000.00	\$10,000.00	\$14,700.00	\$14,700.00

CALENDAR DAYS				160	210	270	180	150
TOTAL BASE BID + ALL OPTIONS				\$666,266.00	\$752,626.06	\$650,452.75	\$904,936.50	\$819,054.51

CALHOUN COUNTY RECYCLE TRANSFER STATION



REQUEST FOR PROPOSAL

BLS CONSTRUCTION, INC.

William Key
William.key@blsconstruction.com

207 Fahrenthold Street
El Campo, TX, 77437

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BID FORM



BID Revised Addendum No. 1 – 02-28-2024**PROJECT NAME:** Bid Number 2024.04 - Recycle Waste Transfer Station Project**DUE DATE:** Tuesday, March 12, 2024 before 2:00:00 p.m.**NAME:** _____

WORK SCOPE is Bids are invited for items and quantities of work generally as follows: a new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramps.

BASE BID				
Item	Quantity	Unit	Unit Price	Total Bid Price
1. Furnish all necessary equipment, materials, and labor for mobilization, demobilization, barricades, and insurance.	1	LS		
2. Furnish all necessary equipment, materials, and labor for the installation of the building foundation complete in place, including select fill as designed and includes incorporated concrete push walls and in accordance with the drawings and specifications	1	LS		
3. Furnish all necessary equipment, materials, and labor for the installation of the pre-engineered metal building, siding, gutter system, and roof in accordance with the drawings and specifications. This item includes any engineering cost/fees to receive stamped PEMB drawings from manufacturer.	1	LS		
Total Base Bid				

OWNER'S OPTIONS				
Item	Quantity	Unit	Unit Price	Total Bid Price
Option 1) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick reinforced concrete pavement in accordance with the drawings and specifications	3,470	SF		

OWNER'S OPTIONS Continued..				
Item	Quantity	Unit	Unit Price	Total Bid Price
Option 2) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick limestone pavement (complete in place and in final position) in accordance with the drawings and specifications	17,160	SF		
Option 3) Furnish all necessary equipment, materials, and labor for the installation of the 24" HDPE storm pipe in accordance with the drawings and specifications	77	LF		
Option 4) Furnish all necessary equipment, materials, and labor for the installation of the 15" HDPE storm pipe in accordance with the drawings and specifications	77	LF		
Option 5) Furnish all necessary equipment, materials, and labor for the installation of the precast concrete safety end treatments for 15" storm pipes in accordance with the drawings and specifications	2	EA		
Option 6) Furnish all necessary equipment, materials, and labor for the installation of the precast safety end treatments for 24" storm pipes in accordance with the drawings and specifications	2	EA		
Option 7) Furnish all necessary equipment, materials, and labor for the installation of the drainage swales in accordance with the drawings and specifications	370	LF		
Option 8) Furnish all necessary equipment, materials, and labor for the installation of the general fill material and site grading in accordance with the drawings and specifications. Use/reuse of excavated onsite materials from foundation excavation acceptable.	1	LS		

Note: The award will be based on the BASE BID with consideration of the Owner's Options 1 through 8. The Owner reserves the right to choose all, none or any combination of the Owner's Options at their discretion.

SPECIFICATION NOTES

Calhoun County is receiving Bids for items and quantities of work generally as follows: Bids are invited for items and quantities of work generally as follows: A new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramp.

County to provide:

1. Unsecured place to store contractor equipment and vehicles
2. Unsecured area to store excess materials required for construction.

The BIDDER, in compliance with the invitation for bids for Bid Number 2024.04 - Recycle Waste Transfer Station Project, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies in accordance with the contract documents, within the time set forth herein. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within thirty (30) days after the time set for receipt of proposals.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the County and to substantially complete within _____ consecutive calendar days as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day.

I hereby acknowledge the receipt of the following addenda:

1. Addendum One
2. _____

SUBCONTRACTORS. The undersigned BIDDER proposes that he will be responsible to perform major portions of the work at the project site with his own forces and that specific portions of the work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Type of Work Subcontracted	Name of Subcontractor

The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

Bidder Name: BLS Construction, Inc.

Address: 207 Fahrenthold Street, El Campo, TX, 77437

Phone: 979-543-2696

EIN or Tax ID No.: 900920438

Signature: William Key

Name and Title: William Key-President

Email Address: william.key@blsconstruction.com

BID BOND



BIS
CONSTRUCTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, BLS Construction Inc as PRINCIPAL, and Merchants Bonding Company (Mutual), as SURETY are held and firmly bound unto **CALHOUN COUNTY, TEXAS** hereinafter called the "Owner", in the penal sum of 5% Greatest Amount Bid Dollars, (\$ 5% GAB), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated March 12, 2024, **Bid Number 2024.04 - Recycle Waste Transfer Station Project for Calhoun County, Texas.**

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 12th day of March 2024, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

Attest:



BLS Construction Inc

(SEAL)

By: William Key

(SEAL)

Affix
Corporate
Seal

By: 

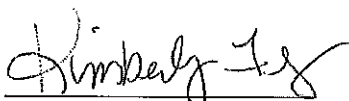
Attest:



Merchants Bonding Company (Mutual)

Affix
Corporate
Seal

Attest:


Kimberly Flores

By: Ana Rodriguez Attorney-in-Fact

Countersigned

By



* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Darian Dutcher, certify that I am the Secretary, Secretary of the Corporation named as Principal in the within bond; that William Key, who signed the said bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate
Seal

Title: Secretary

* Power-of-attorney for person signing for Surety Company must be attached to bond.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Ana Rodriguez; Coy T Sunderman; Denise Dugan; JD Steanson; James Russell; Kristie Rodriguez; Ronda Brown; Shanna Wagner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

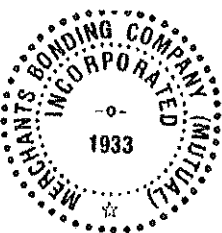
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

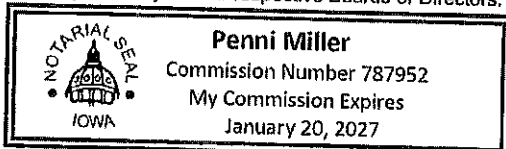
By

Larry Taylor
President



STATE OF IOWA
COUNTY OF DALLAS ss.

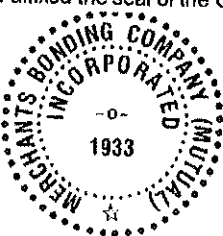
On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of March, 2024



William Warner Jr.
Secretary

BIDDER QUALIFICATION STATEMENT



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/she desires.

Name of Bidder: BLS Construction, Inc.

Date Organized: October 1982

Address: 207 Farenthold Street, El Campo, TX, 77437

Date Incorporated: October 1982

Number of Years in contracting business under current name: 42 years

CONTRACTS ON HAND:

Contracts	Dollar Amount	Completion Date
See Attachment A		

Type of work performed by your company: Commercial Construction

Have you ever failed to complete any work awarded to you?

No

Have you ever defaulted on a contract?

No

List the projects most recently completed by your firm (include project of similar importance):

Project	Dollar Amount	Mo/Yr Completed
See Attachment B		

Major equipment available for this contract:

See Attachment C

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit
available: \$

Bank
reference: See Attachment D

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County of Calhoun in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this eighth day of March, 2024.

by: William Key
(Signature)

President
(Title)



ATTACHMENT A- CURRENT PROJECTS

Project	Job Description	Delivery Method	Start Date	End Date	Contract Amount	Final Contract	P&P Bond	Job Contact Information
Prosperity Bank-West Columbia 510 E Brazos Ave West Columbia, TX, 77488	New construction of approximately 4,450 sq ft banking facility with four drive-thru teller positions and a through wall ATM	Design/Bid	24-Jun	25-Jun	TBD	TBD	No	979-821-1216; Marina Jackson; marina.jackson@prosperitybankusa.com; SVP Facilities & Supplies Controller
JDW Reese Rd Rosenberg, TX, 77471	New 80,000 sq ft office park warehouse	Design/Bid	24-Sep	25-Oct	\$5,700,000.00	TBD	No	281-229-8699; Jerry Shelton; jshelton@bestupinc.net; Developer
JCHD Remodel of Admin Office 1013 S Wells Edna, TX, 77657	Renovations to (1) Office at JCHD	Bid	24-Mar	24-Mar	\$8,805.00	TBD	No	361-782-7867; Russell Hudgins; rhudgins@chd.org
JCHD Reception Storefront-Business Office 1013 S Wells Edna, TX, 77657	(2) New storefront partition windows with document pass-through cutouts and speak holes	Bid	24-Mar	24-Mar	\$5,405.00	TBD	No	361-782-7867; Russell Hudgins; rhudgins@chd.org
JCHD Reception Storefront-Wellness Center 1013 S Wells Edna, TX, 77657	(1) New storefront partition window with pass-through cutouts and speak holes	Bid	24-Mar	24-Mar	\$9,432.00	TBD	No	361-782-7867; Russell Hudgins; rhudgins@chd.org
Uncle Ervin's Gelling Addition 1603 Dixie Street El Campo, TX, 77437	Supply and install new 4" IMP cooler panel ceiling	Bid	24-Mar	24-Mar	\$119,773.00	TBD	No	979-541-5914; Lance Smith; Director of Operations; lance.smith@unclevins.com
Missouri City Annex Medical Clinic Renovations 307 Texas Pkwy #113 Missouri City, TX, 77469	Renovations of two exam rooms, negative pressure room, nurse's area, breakroom and file room	Design/Bid	24-Mar	24-May	\$113,599.92	TBD	Yes	281-238-3097; Leah Gibson; Administrative Manager; leah.gibson@kricbandcountytx.gov 281-341-3724; Janis Kovar; Purchasing Agent; janis.kovar@kricbandcountytx.gov 713-374-0161; Stephen Luchessa; Architect; sluchessa@zaglercooper.com
Fesco Midland 22-New wash Bay 5000 W E Interstates 20 Midland, TX, 79703	New construction of a 280' x 80' x 32' pre-engineered metal building	Design/Bid	TBD	TBD	TBD	TBD	No	Steve Findley/President; steve.findley@fescoinc.com 432-881-6148; Kelle Ward/Civil Engineer; kward@parkhill.com 361-670-6740; Victor Fredrickson; Structural Engineer; victor@velengineering.com 281-784-9400; Lee Edrings; MEP Engineer; leed@eddringsmcmann.com
Wharton County Storage/Office Facility #2 110 E Burkson Wharton, TX, 77488	Repurpose an existing single-story, five standing building with approximately 4,750 sq. ft. of office area and storage	CMAR	23-Oct	24-Mar	\$400,577.57	TBD	Yes	979-532-4812; Phillip Spennath; County Judge; judge.spennath@co.wharton.tx.us 979-668-6888; Brad Cuthbert; Architect; brad@outrightphd.com
Calhoun County Dispatch Facility 312 W Live Oak Street Port Lavaca, TX, 77979	New construction of an approximately 5,694 sq. ft. new Combined Dispatch Emergency Services Building for Calhoun County	Bid	Aug-23	May-24	\$1,877,350.00	TBD	Yes	361-558-4600; Richard Meyer; Calhoun County Judge 361-552-4509; Scott Mason; smason@gwenengineers.com; P.E.; G&W Engineers, Inc. 361-220-1751; David Hall; david.hall@calhouncounty.org; County Commissioner
Prosperity Bank-Canton 899 W. Dallas Street Canton, TX, 75103	New construction of a two-story 3,100 sq. ft. banking facility with a four lane drive thru and a drive up ATM located at 899 W. Dallas Street, Canton, TX, 75103	Design/Bid	Jul-23	Jun-24	\$2,777,508.24	TBD	No	979-821-1216; Marina Jackson; marina.jackson@prosperitybankusa.com; SVP Facilities & Supplies Controller
Northside Education Center 2nd Floor 707 Fairchild Street El Campo, TX, 77437	Revisions to the second floor of existing building to include new stage stage equipment for convention center aspects	CMAR	Oct-23	May-24	346,207.41	TBD	No	979-543-6790; Leanna Shinnak (Executive Director); northside_center@yahoo.com 979-537-0245; Ken Shinnak AIA; kshinnak@btglobal.net; Ken Shinnak & Associates, LLC
Jackson County Hospital District Kitchen & Dining Project 1013 South Wells Street Edna, TX, 77657	Alterations and/or renovation of an approximately 5,523 sq. ft. building with a focus on the kitchen and dining room	CMAR	Aug-23	Aug-24	\$3,305,781.86	TBD	Yes	361-782-7862; Lance Shinnak; lshinnak@chd.org; Jackson County Hospital District CEO 713-521-6538; Leonard Lane; lane@opdhouston.com; Architect; Chelsea Place Design, Inc.
TOTAL					\$8,386,847.51			

PAST RELEVANT PROJECTS-ATTACHMENT B

WHARTON COUNTY SOLID WASTE TRANSFER STATION

GENERAL CONTRACTOR

East Bernard, TX

Completion Date: 12/2022

Contract Amount: \$350,953.03

Description: New 50' x 100' pre-engineered metal building to cover recycling material and equipment.



WHARTON COUNTY SHERIFF TRAINING & EMERGENCY OPERATIONS CENTER

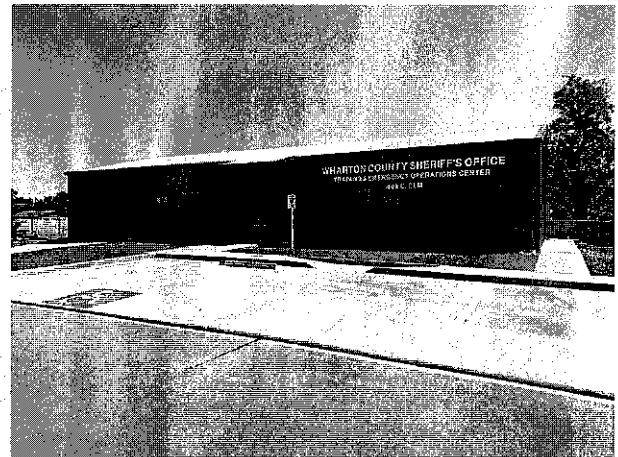
CMAR

Wharton, TX

Completion Date: 10/22

Contract Amount: \$531,332.44

Description: New construction of a 3,200 SF Training and Emergency Operations Center for the Sheriff's Office



TRAVIS PARK PAVILION

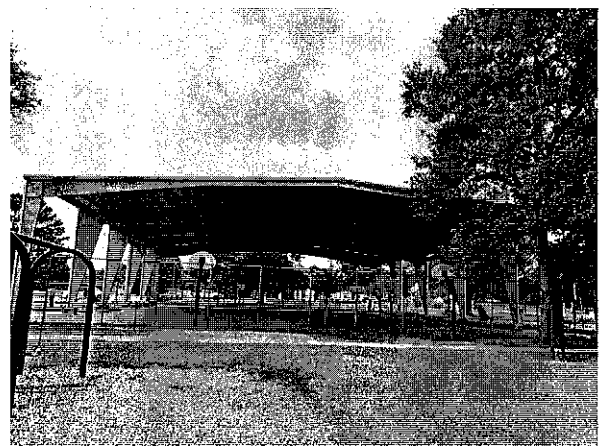
GENERAL CONTRACTOR

Rosenberg, TX

Completion Date: 07/2023

Contract Amount: \$268,940.00

Description: New 95' x 125' pre-engineered structure for a basketball court



PAST RELEVANT PROJECTS-ATTACHMENT B

FORT BEND COUNTY FAIRGROUNDS-CANOPY ADDITON

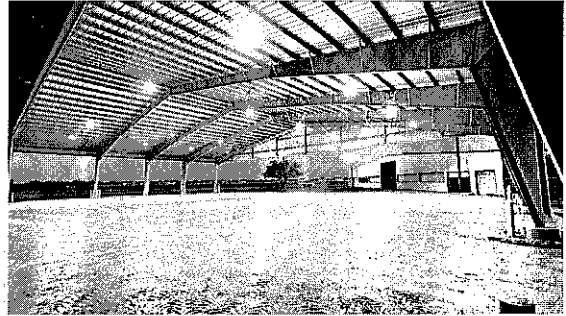
GENERAL CONTRACTOR

Rosenberg, TX

Completion Date: 04/2023

Contract Amount: \$509,128.45

Description: New construction of a 14,250 sq. ft. pre-engineered steel canopy addition for arena



ARANSAS COUNTY NAVIGATION DISTRICT PAVILIONS

GENERAL CONTRACTOR

Rockport, TX

Completion Date: 07/19

Contract Amount: \$3,329,669.71

Description: Repair and reconstruct (4) existing pavilions 10,000 sq. ft. each from Hurricane Harvey damages



WHARTON REGIONAL AIRPORT

GENERAL CONTRACTOR

Wharton, TX

Completion Date: 03/21

Contract Amount: \$646,639.65

Description: New construction of two 21,000 sq. ft. box hangars with 68x20 bifold hangar doors



MAJOR EQUIPMENT AVAILABLE-ATTACHMENT C

2017 Caterpillar compact track loader

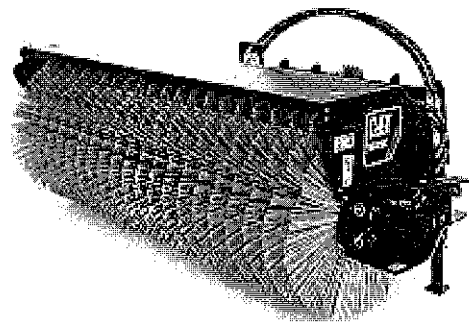
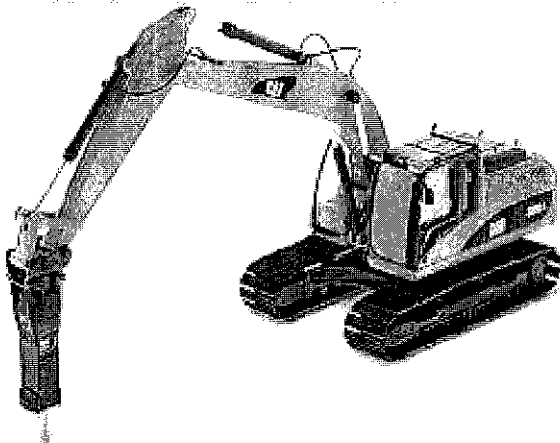
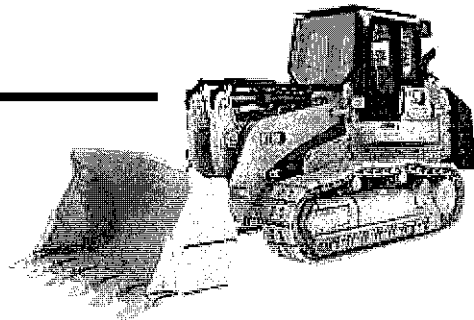
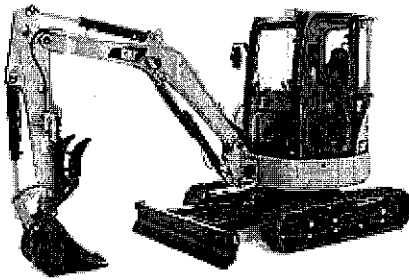
2014 Caterpillar track loader with bucket

2013 Caterpillar Mini excavator

Generator

Caterpillar broom attachment

2022 Agrotk Jackhammer for Skidsteer





ATTACHMENT D

BUSINESS REFERENCES

Darren McCarthy

Fort Bend County Parks and Recreation Director
301 Jackson Street, Suite 201
Richmond, TX, 77469

(281) 725-4722

Darren.McCarthy@fortbendcountytexas.gov

Shannon Srubar

Wharton County Sheriff
315 E Elm Street
Wharton, TX 77488

(979) 637-1581

shannon.srubar@co.wharton.tx.us

Phillip Spenrath

Wharton County Judge
309 E. Milam Street, Suite 300
Wharton, TX, 77488

((979) 532-2640

judge.spenrath@co.wharton.tx.us

BANK REFERENCES

Linc Lutrick, President

Prosperity Bank
1301 N Mechanic Street
El Campo, TX, 77437

979-543-2200

linc.lutrick@prosperitybankusa.com

Chip Jenkins, CEO

The First State Bank
206 North Street
Louise, TX, 77455

979-648-2691

wrj@fsblouise.com

BLS TEAM



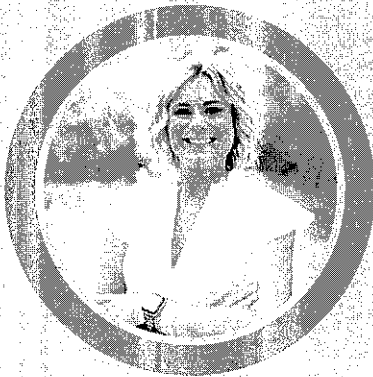
William Key
President



Joy Janak
Project Manager



Lorenzo Tenorio
Lead Superintendent



Heather Reese
Accounting



Darian Dutcher
Assistant Project Manager

WILLIAM KEY

PRESIDENT



EDUCATION

Bachelor of Arts Business Major
Southwestern University

CONTACT INFORMATION

✉ william.key@blsconstruction.com

🌐 www.blsconstruction.com

📍 207 Fahrenthold Street
El Campo, TX, 77437

☎ 979-543-2696/979-637-0427

REFERENCES:

Tom Forney:
Camp Aranzaz Chairman of Board
Phone #: 713-829-3490

Celeste Harrison:
MEHOP CEO
Phone #: 979-245-2008

WORK EXPERIENCE

Career History-18 Years

BLS Construction, Inc. 2005-Present

EXPERIENCE

Wharton Co Solid Waste Transfer Station
East Bernard, TX- New Construction

Travis Park Pavilion
Rosenberg, TX- New Construction

Aransas Co Airport Drain Line Repair
Rockport, TX- Repair

Wharton Co Sheriff Training and Emergency Operations Center
Wharton, TX- New Construction

Aransas County Navigation District Pavilions
Rockport, TX- Remodel

Prosperity Bank-Port Lavaca
Port Lavaca, TX.-New Construction

El Campo Public Safety Headquarters
El Campo, TX- New Construction

Camp Aranzazu
Rockport, TX.-New Construction

SKILLS

- Client & Project Team Communication
- Client Focused Problem Solving
- Accurate Project Estimations
- Exceptional Project Management
- Leadership
- Team Management
- Budget Management



JOY JANAK

SENIOR PROJECT MANAGER



EDUCATION

Master in Administration
Midwestern State University

CONTACT INFORMATION

✉ joy.janak@blsconstruction.com

🌐 www.blsconstruction.com

📍 207 Fahrenthold Street
El Campo, TX, 77437

☎ 979-543-2696

REFERENCES:

Larry Rapsilver: President
Sealy Commercial Contractor Services
Phone #: 713-829-3490

Brad Cutright:
VP of Cutright & Prihoda, Inc.-Architects
Phone #: 979-966-8888

WORK EXPERIENCE

Career History-5 Years

BLS Construction, Inc. 2018-Present

EXPERIENCE

Wharton Co Solid Waste Transfer Station
East Bernard, TX- New Construction

Travis Park Pavilion
Rosenberg, TX- New Construction

Aransas Co Airport Drain Line Repair
Rockport, TX- Repair

Wharton Co Sheriff Training and Emergency Operations Center
Wharton, TX- New Construction

Aransas County Navigation District Pavilions
Rockport, TX- Remodel

Prosperity Bank-Port Lavaca
Port Lavaca, TX.-New Construction

El Campo Public Safety Headquarters
El Campo, TX- New Construction

Camp Aranzazu
Rockport, TX.-New Construction

SKILLS

- Client & Project Team Communication
- Client Focused Problem Solving
- Accurate Project Estimations
- Exceptional Project Management
- Leadership
- Team Management
- Budget Management



LORENZO TENORIO

LEAD SUPERINTENDENT



CONTACT INFORMATION

✉ lorenzo.tenorio@blsconstruction.com

💻 www.blsconstruction.com

📍 207 Fahrenthold Street
El Campo, TX, 77437

📞 979-637-008

REFERENCES:

Celeste Harrison:
MEHOP CEO
Phone #: 979-245-2008

Delia Velasquez
Port Lavaca Prosperity Bank
Phone #: 361-552-7411

WORK EXPERIENCE

Career History-21 Years

BLS Construction, Inc. 2002-Present

EXPERIENCE

Wharton Co Solid Waste Transfer Station
East Bernard, TX- New Construction

Travis Park Pavilion
Rosenberg, TX- New Construction

Aransas Co Airport Drain Line Repair
Rockport, TX- Repair

Wharton Co Sheriff Training and Emergency Operations Center
Wharton, TX- New Construction

Aransas County Navigation District Pavilions
Rockport, TX- Remodel

Prosperity Bank-Port Lavaca
Port Lavaca, TX.-New Construction

El Campo Public Safety Headquarters
El Campo, TX- New Construction

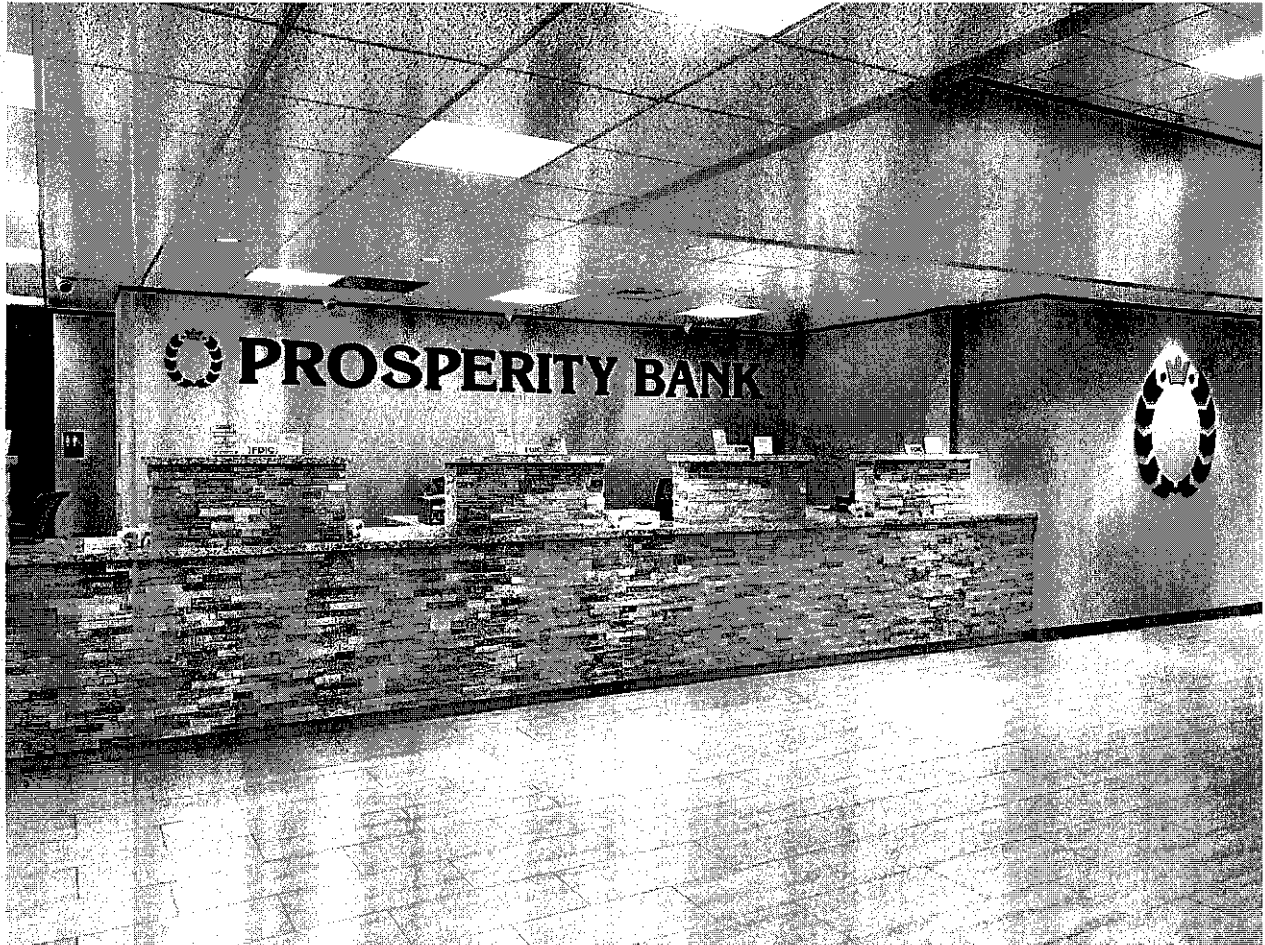
Camp Aranzazu
Rockport, TX.-New Construction

SKILLS

- Client & Project Team Communication
- Client Focused Problem Solving
- Accurate Project Estimations
- Exceptional Project Management
- Leadership
- Team Management
- Budget Management
- Ensures Construction is done according to plans



AFFIDAVIT



STATE OF TEXAS Texas {}

AFFIDAVIT

COUNTY OF Wharton {}

William Key being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the President of BLS Construction, Inc. having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at 207 Fahrenthold Street, El Campo, TX, 77437
(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.

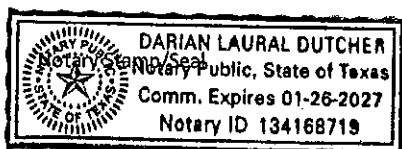
Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- 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.

William Key
Signature of Affiant
William Key-President
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 8th day of March, 2024.



Darian Dutcher
Signature of Notary Public

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS



EPS
CONSTRUCTION

CONTRACTOR CERTIFICATIONS

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code) BLS Construction, Inc. 207 Fahrenthold Street El Campo, TX, 77437	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. ☒ Yes ☐ No	
The undersigned hereby certifies that: ☐ The <u>Non-Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964. ☒ The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000). ☐ The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract. ☐ The Exhibit B – Assurances for Construction Programs is included in the Contract. ☐ The Exhibit D – State of Texas Assurance is included in the Contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246- Equal Employment Opportunity, as amended? ☐ Yes ☒ No	
NAME AND TITLE OF SIGNER (Please type) William Key-President	
SIGNATURE <i>William Key</i>	DATE 3/8/2024

CONFLICT OF INTEREST FORM



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.004(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.004, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.004, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

RFB / RFP / Contract #

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

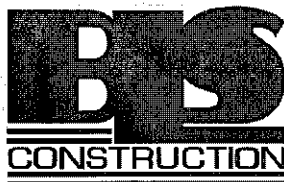
D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with governmental entity

Date Signed *William Key* 3/8/2024

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS



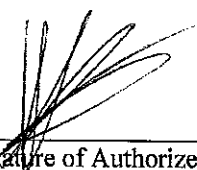
CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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.

William Ky - President
Name and Title of Authorized Agent

3/8/2024
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.

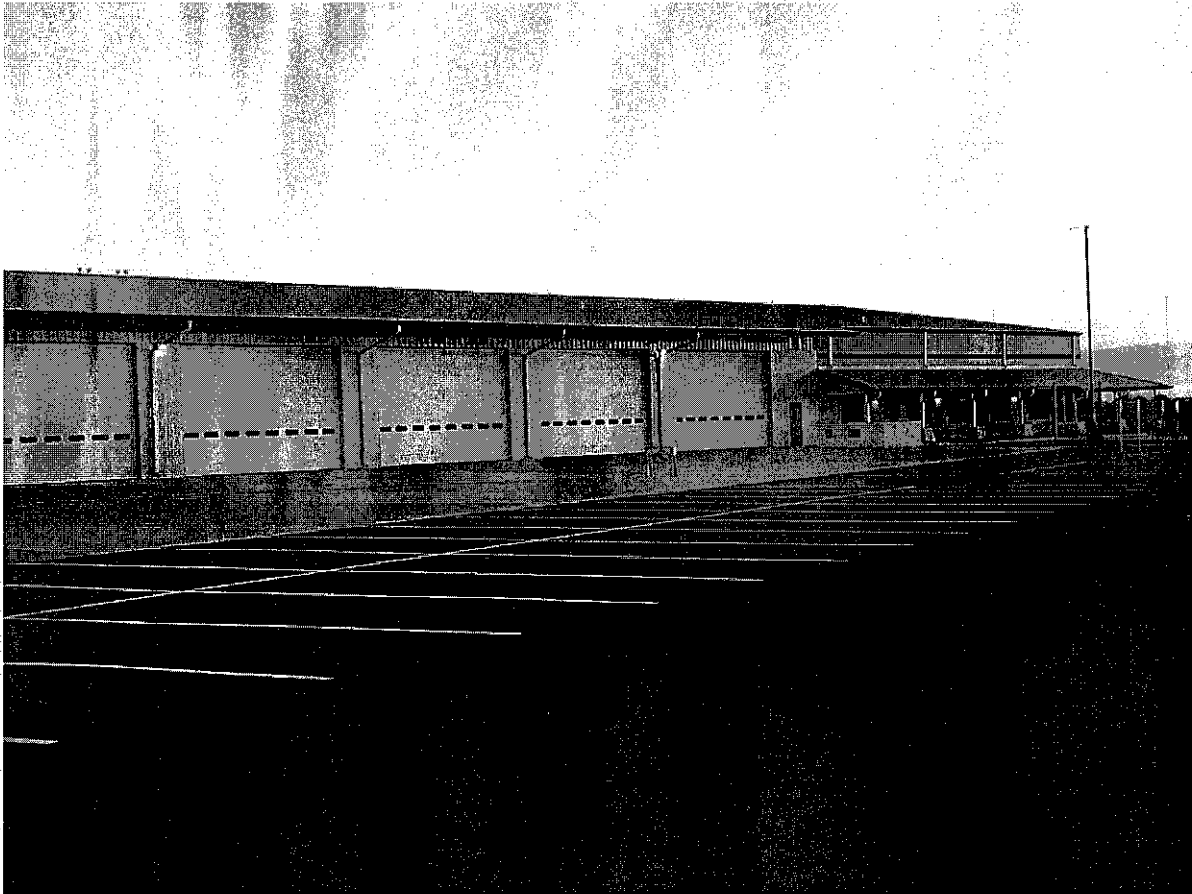
A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification 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



CERTIFICATION REGARDING LOBBYING

(To be submitted if the bid or offer exceeds \$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, BLS Construction, Inc., 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.

William Key

Signature of Contractor's Authorized Official

William Key-President

Printed Name and Title of Contractor's Authorized Official

3/8/2024

Date

DISCLOSURE OF LOBBYING ACTIVITIES



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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, County, 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 subawardee, e.g., the first subawardee 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 "Subawardee," then enter the full name, address, County, 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, County, 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

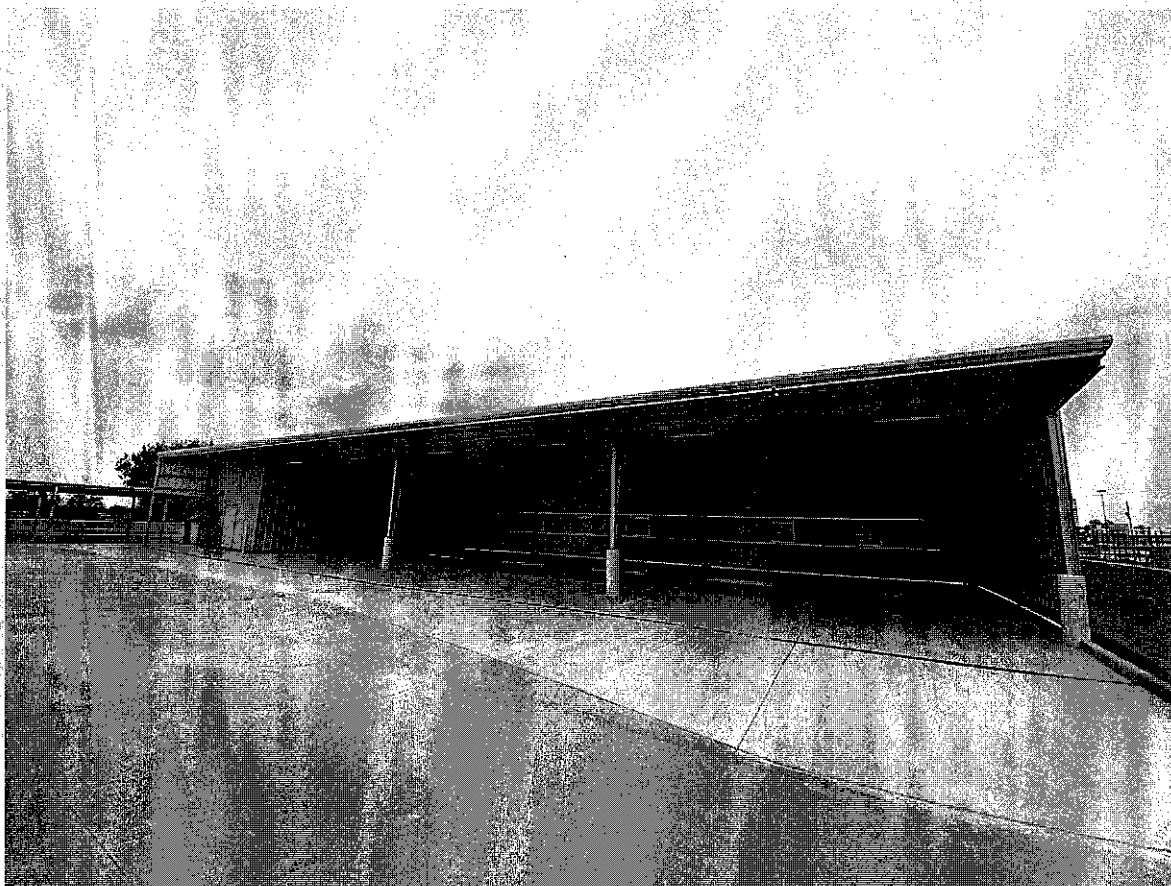
Disclosure of Lobbying Activities

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 <u>a</u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application <u>a</u> b. initial award c. post-award	3. Report Type: a. initial filing <u>a</u> b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if Known: BLS Construction, Inc. 207 Fahrenthold Street El Campo, TX, 77437 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:	
7. 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: <u>William Key</u> Print Name: William Key Title: President Telephone No.: 979-543-2696 Date: 3/8/2024	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

HOUSE BILL 89 VERIFICATION



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) William Key, 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>

BLS Construction, Inc.

Company Name

William Key

William Key

Signature of Authorized Official

Printed Name of Authorized Official

President

3/8/2024

Title of Authorized Official

Date

RESIDENCE CERTIFICATION



EIS
CONSTRUCTION

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.

D 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)

D I certify that BLS Construction, Inc. is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

William Key
Signature of Authorized Agent

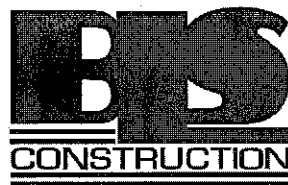
William Key-President

Printed Name and Title of Authorized Agent

3/8/2024

Date

SECTION 504 CERTIFICATION



SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The County of Calhoun does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) BLS Construction, Inc.

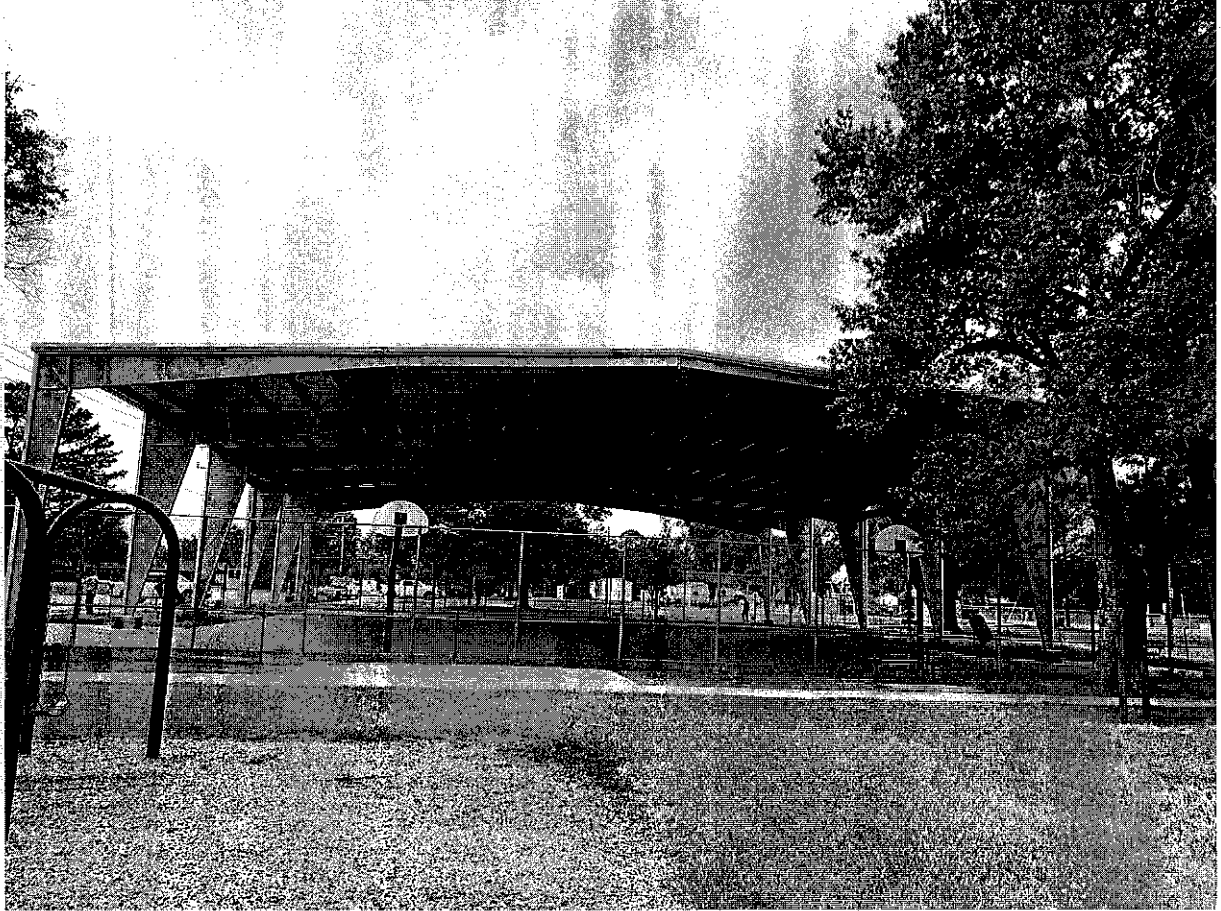
(Address) 207 Fahrenthold Street

El Campo, TX, 77437
County State Zip

Telephone Number (979) 543 - 2696 Voice
(979) 543 - 5006 TDD

Darian Dutcher has been designated to coordinate compliance all Federal statutes relating to nondiscrimination.

SAM.GOV PROOF OF REGISTRATION



BPS
CONSTRUCTION

Show Workspace For
Non-Federal Entities

Non-Federal Entities

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Entity

Status

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☒ Active Registration

☐ Inactive Registration

☐ ID Assigned

☐ Pending ID Assignment

<

1 of 1

>

Results per page

25

Sort by

Expiration Date Ascending

B.L.S. CONSTRUCTION, INC.

Active Registration

Unique Entity ID:

GGG4NM7FHBFI

Doing Business As:

BLS CONSTRUCTION INC

CAGE/NCAGE:

5T8C2

Purpose of Registration:

All Awards

Expiration Date

May 9, 2024

Physical Address:

207 FAHRENTHOLD ST

EL CAMPO, TX 77437-4319 USA

Dedicated to Safety

We develop a safety program for every construction project, are OSHA compliant, fully insured and bonded.



THANK YOU

*We look forward to
working with you.*



OFFICE

207 Fahrenthold Street
El Campo, TX, 77437

979-543-2696

blsconstruction.com





Bid Proposal

for the

Bid Number 2024.04

Recycle Waste Transfer Station Project

for

Calhoun County, Texas

CONTRACT DOCUMENTS

FOR THE

BID NUMBER 2024.04

**RECYCLE WASTE
TRANSFER STATION PROJECT**

FOR

CALHOUN COUNTY, TEXAS

JANUARY 2024

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • 361-552-4509

CONTRACT DOCUMENTS

FOR THE

BID NUMBER 2024.04 RECYCLE WASTE TRANSFER STATION PROJECT

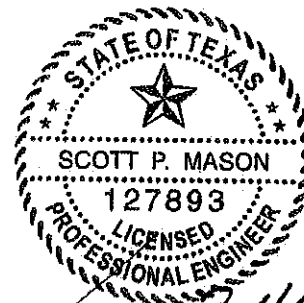
FOR

CALHOUN COUNTY, TEXAS

JANUARY 2024

Prepared by:
G & W ENGINEERS, INC.
205 WEST LIVE OAK
PORT LAVACA, TEXAS 77979
(361) 552-4509

Approved By:



G & W Engineers, Inc.
Texas Registered Engineering Firm F-04188
Project No. 5310.023

Scott P. Mason, P.E.

Scott P. Mason, P.E.
Texas Serial No. 127893
Date: 01.23.24

FORMS AND CONDITIONS FOR BID DOCUMENTS/CONSTRUCTION CONTRACTS

1. Advertisement and Invitation for Bids
2. Instruction to Bidders for Construction
3. Bid Form
4. Specification Notes
5. Bid Bond
6. Statement of Bidder's Qualifications
7. Affidavit
8. Certification of Bidder Regarding Civil Rights Laws and Regulations
9. Conflicts of Interest – Compliance with Copeland "Anti-Kickback" Act
10. Certification Regarding Debarment & Suspension and other Responsibility Matters
11. Certification Regarding Lobbying
12. Disclosure of Lobbying Activities and Instructions
13. House Bill 89 Verification Form
14. Residence Certificate
15. Section 504 Certification
16. System of Award Management (Sam.gov)
17. Certificate of Interested Parties - 1295 Form
18. Equal Opportunity Guidelines for Construction Contractors
19. Standard Form of Agreement (Construction Contract Agreement Form)
20. Corporate Certifications
21. General Contract Conditions
22. Calhoun County, Texas General Conditions
23. Attorney's Review Certification
24. Payment Bond
25. Performance Bond
26. Certificate of Liability Insurance
27. Technical Specifications

*Items 3-16 are to be provided to and/or completed by all bidders and included with submission of bid.

Please provide one (1) USB flash drive and one (1) original and four (4) copies of the complete bid schedule and required forms.

Advertisement and Invitation to Bids

Notice is hereby given that the Commissioners Court of Calhoun County, Texas will receive bids for:

Bid Number 2024.04 - Recycle Waste Transfer Station Project

The Project consists of a new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramps.

The Instructions for Bidders, Bid Form, Specifications, and other Contract Documents may be examined at G&W Engineers, Inc. at 205 W. Live Oak, Port Lavaca, TX 77979 and obtained from www.CivcastUSA.com. There is no charge to view or download the documents. Addendums and other announcements will be distributed via CivCastUSA to all plan holders.

A Pre-Bid Conference will be held at 10:00 AM, Thursday, February 15, 2024. Meeting location will start in the Commissioners Courtroom, Calhoun County Courthouse, 211 South Ann Street, 1st Floor, Suite 104, Port Lavaca, Texas 77979. Potential bidders are strongly urged to attend.

Bidders must submit with their bid a bid bond, issued by an acceptable surety, or a certified check, payable to Calhoun County, in the amount of not less than five percent (5%) of the total bid submitted. 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 and for the duration of the project.

Sealed Bids may be hand delivered or mailed to:

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

All bids must be delivered to the Office of the Calhoun County Judge in a **sealed 9 x 12 or larger envelope and clearly marked on the outside of the envelope, or the UPS/FedEx/other Delivery Service envelope: Sealed Bid – Bid Number 2024.04 Recycle Waste Transfer Station Project.**

Sealed Bids consisting of one (1) USB flash drive and one (1) original and four (4) printed copies of the complete bid and required forms are DUE BEFORE 2:00:00 PM local time, TUESDAY, MARCH 12, 2024 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. At this time, all bids will be publicly opened and read aloud in the conference room located in the County Judge's office.

It is the responsibility of the submitting bidder to ensure that their sealed bid is received in a timely manner. Calhoun County does not accept faxed or emailed bids. Calhoun County accepts no financial responsibility for any cost incurred by any bidder in the course of responding to the bid. Bids received after the date and time the bids are due will not be accepted and will be returned unopened, regardless of whether or not the delay was outside of the control of the submitting bidder.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative will be the official clock that shall be used in determining the time the bid is received and the 2:00:00 PM deadline.

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 thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

BID Revised Addendum No. 1 – 02-28-2024**PROJECT NAME:** Bid Number 2024.04 - Recycle Waste Transfer Station Project**DUE DATE:** Tuesday, March 12, 2024 before 2:00:00 p.m.**NAME:** _____

WORK SCOPE is Bids are invited for items and quantities of work generally as follows: a new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramps.

BASE BID				
Item	Quantity	Unit	Unit Price	Total Bid Price
1. Furnish all necessary equipment, materials, and labor for mobilization, demobilization, barricades, and insurance.	1	LS	\$7,500.00	\$7,500.00
2. Furnish all necessary equipment, materials, and labor for the installation of the building foundation complete in place, including select fill as designed and includes incorporated concrete push walls and in accordance with the drawings and specifications	1	LS	\$313,500.00	\$313,500.00
3. Furnish all necessary equipment, materials, and labor for the installation of the pre-engineered metal building, siding, gutter system, and roof in accordance with the drawings and specifications. This item includes any engineering cost/fees to receive stamped PEMB drawings from manufacturer.	1	LS	\$133,947.00	\$133,947.00
Total Base Bid				\$454,947.00

OWNER'S OPTIONS				
Item	Quantity	Unit	Unit Price	Total Bid Price
Option 1) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick reinforced concrete pavement in accordance with the drawings and specifications	3,470	SF	\$17.00	\$58,990.00

OWNER'S OPTIONS Continued..				
Item	Quantity	Unit	Unit Price	Total Bid Price
Option 2) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick limestone pavement (complete in place and in final position) in accordance with the drawings and specifications	17,160	SF	\$5.00	\$85,800.00
Option 3) Furnish all necessary equipment, materials, and labor for the installation of the 24" HDPE storm pipe in accordance with the drawings and specifications	77	LF	\$107.00	\$8,239.00
Option 4) Furnish all necessary equipment, materials, and labor for the installation of the 15" HDPE storm pipe in accordance with the drawings and specifications	77	LF	\$76.00	\$5,852.00
Option 5) Furnish all necessary equipment, materials, and labor for the installation of the precast concrete safety end treatments for 15" storm pipes in accordance with the drawings and specifications	2	EA	\$7,425.00	\$14,850.00
Option 6) Furnish all necessary equipment, materials, and labor for the installation of the precast safety end treatments for 24" storm pipes in accordance with the drawings and specifications	2	EA	\$8,000.00	\$16,000.00
Option 7) Furnish all necessary equipment, materials, and labor for the installation of the drainage swales in accordance with the drawings and specifications	370	LF	\$12.40	\$4588.00
Option 8) Furnish all necessary equipment, materials, and labor for the installation of the general fill material and site grading in accordance with the drawings and specifications. Use/reuse of excavated onsite materials from foundation excavation acceptable.	1	LS	\$7,000.00	\$7,000.00

Note: The award will be based on the BASE BID with consideration of the Owner's Options 1 through 8. The Owner reserves the right to choose all, none or any combination of the Owner's Options at their discretion.

SPECIFICATION NOTES

Calhoun County is receiving Bids for items and quantities of work generally as follows: Bids are invited for items and quantities of work generally as follows: A new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramp.

County to provide:

1. Unsecured place to store contractor equipment and vehicles
2. Unsecured area to store excess materials required for construction.

The BIDDER, in compliance with the invitation for bids for Bid Number 2024.04 - Recycle Waste Transfer Station Project, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies in accordance with the contract documents, within the time set forth herein. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within thirty (30) days after the time set for receipt of proposals.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the County and to substantially complete within 160 consecutive calendar days as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day.

I hereby acknowledge the receipt of the following addenda:

1. Addenda #1 dated 2/28/2024
2. _____

SUBCONTRACTORS. The undersigned BIDDER proposes that he will be responsible to perform major portions of the work at the project site with his own forces and that specific portions of the work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Type of Work Subcontracted	Name of Subcontractor
See Attachment	

The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

Bidder Name: Boettcher Hlavinka Co., LLC.

Address: P.O. Box 1335 East Bernard, TX 77435

Phone: 979-335-6031 office 979-253-1049 cell

EIN or Tax ID No.: 86-1885107

Signature: Joey Teague, P.M.

Name and Title: Joey Teague, PM

Email Address: joey.teague@hlavinka.com

Boettcher Hlavinka Co., LLC.

Project: Calhoun County Recycle Waste Transfer Station Project

Owner: City of Bay City

Schedule of Sub-Contractors

Company	Address	Phone	Work Description
PEMB			Steel Building & Erecting
TMR Construction	3130 Hwy 90 Weimar, TX 78962	979-732-6428	Concrete Foundations & Paving
Becker Earthmoving	174 Greendale Rd. Wharton, TX 77488	979-532-2434	Excavation, fill, compacting, grading
Sylva Construction, LLC.	819 W. Mahan St. Port Lavaca, TX 77979	361-552-2123	Concrete & Lime Stabilization

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Boettcher Hlavinka Company, LLC
as PRINCIPAL, and Merchants Bonding Company (Mutual), as SURETY are held and firmly bound unto
CALHOUN COUNTY, TEXAS hereinafter called the "Owner", in the penal sum of Five Percent of Greatest Amount
Bid Dollars, (\$ 5%), lawful money of the United States, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
Accompanying Bid, dated _____, Bid Number **2024.04 - Recycle Waste Transfer Station**
Project for Calhoun County, Texas.

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the
opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within
the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are
presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as
accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful
performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period
specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal
shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local
Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then
the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals
this 8th day of March, 2024, the name and corporate seal of each corporate party being
hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing
body.

Attest: <u>Lauree Mayfield</u>	<u>Boettcher-Hlavinka Co LLC</u> (SEAL)
	By: <u>[Signature]</u> (SEAL)
	Affix Corporate Seal
Attest: <u>Josh Mayfield</u>	By: <u>[Signature]</u>
	Affix Corporate Seal
Attest: <u>Teresa Martin</u> Teresa Martin, Witness	<u>Merchants Bonding Company (Mutual)</u> By: <u>Alexandra Petroski</u> Alexandra Petroski, Attorney-In-Fact

Countersigned

By _____

* Attorney-In-Fact, State of _____

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alexandria Petrovski; Ross Gunnels; Sally White; Teresa Martin

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



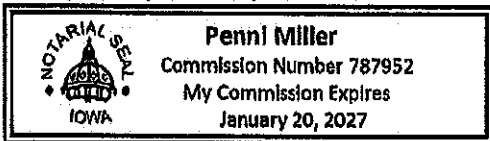
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

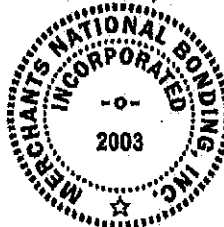


(Expiration of notary's commission does not invalidate this instrument)

Penn Miller
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of March, 2024.



William Warner Jr.
Secretary

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)

Call: Compliance Officer at (800) 671-8171

Toll-free: (800) 671-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information you may also contact your agent:

Call:

Mail:

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO: Merchants Bonding Company (Mutual)

Llame a: Compliance Officer al (800) 671-8171

Teléfono gratuito: (800) 678-8171

Correo electrónico: regulatory@merchantsbonding.com

Dirección postal: P.O. Box 14498 , Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

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/she desires.

Name of Bidder: Boettcher Hlavinka Co., LLC. Date Organized: 1939
Address: P.O. Box 1335 Date Incorporated: _____
East Bernard, TX 77435

Number of Years in contracting business under current name: 71

CONTRACTS ON HAND:

Contracts	Dollar Amount	Completion Date
Residential home	\$499,000	6/2024
City of Bay City: USO Bldg Windows	\$192,500	4/2024
Hlavinka Equipment Co.: Re-surface Parking	\$94,750	4/2024
T&K Antique Auto/Office Renovation	\$398,550	5/2024

Type of work performed by your company: General Contracting - Commercial & Residential
Have you ever failed to complete any work awarded to you? None
Have you ever defaulted on a contract? None

List the projects most recently completed by your firm (include project of similar importance):

Project	Dollar Amount	Mo/Yr Completed
Barry & Karla Adkins: Barndominium	\$720,000	12/2023
City of Bay City: Ave K Recycling facility	\$536,971	6/2019
City of Columbus: Visitor's Center	\$369,629	12/2017
TPWD Sea Center TX: New Flounder Bldg	\$695,403	12/19

Major equipment available for this contract:

Dozer, Backhoe, Excavator, Skid steer, Loader, Forklift, Trucks, Compactor, Lifts

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ 5 million Bank reference: Prosperity Bank, East Bernard

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Calhoun County Project Engineer in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 12th day of March, 2024.

by: Josh Mayfield
(Signature)

Director of Construction
(Title)



Josh Mayfield

Construction/Operations Manager



Josh.mayfield
@hlavinka.com



979.559.7350



East Bernard, Tx

OPERATIONS MANAGER

Hero Garage

April 2020 – April 2023

CONSTRUCTION MANAGER

Coventry Homes

April 2017 – April 2020

SUPERINTENDENT

Collier Construction
May 2015 – April 2017

WHY I WANT TO BE HERE

I want to work for Boettcher Hlavinka, because I want to be put in a situation where I can do what I love, which is Construction. I find great pride in developing my means and methods of construction. I want to work for a team where I can WIN. I want to work with a team that puts customers first and delivers an experience they cannot get anywhere else. A company where customers and clients WIN. I want to work for a company that is successful, delivers quality like no other and thrives! A Company that WINS. Win-Win-Win. I would be honored to have an opportunity at Boettcher Hlavinka Co.

HOW I CAN ADD VALUE

I can bring a construction background, that is well versed in means and methods. I have held anywhere from 5-20 houses at a time (each ranging from \$500k-\$1mil in value) as well as commercial projects ranging from \$1.5-\$7,500,000 range. I was not only steadfast in my build times, but I always delivered a quality finish! Most importantly, with happy customers! The past few years I have been in the customer service industry, and the knowledge and skills I have developed regarding customer relations and sales will propel me as a construction manager more than I could have ever imagined. I am excited to bring that new element back to building which is my true passion!

WHERE I'VE BEEN

- Lead/Train a team of 10 to proficiently service and SELL gate service, garage door and opener service/replacement, floor coatings, cabinet packages, storage solutions or complete garage transformations.
- Implement procedures that hold ourselves accountable to the highest level of customer service/satisfaction which has enabled us to achieve and maintain a 5-star rating and 100% customer satisfaction over our 3 years as an organization.
- Analyze monthly P&L's, monthly budget reviews, fleet management, manage inventory, sales/technical/customer relations training, quality control, customer care, estimate jobs, submit proposals, and oversee any other daily operations.
- Executed the proper means and methods of construction to build a high-quality home and maintained a strict schedule in order to meet deadlines while generating exceptional customer building experience!
- Maintained positive customer relationships throughout build with happy closing surveys
- Utilized problem solving skills to always keep the project moving in right direction and coordinating with trades, customers, and sales associate to ensure efficient team progress and communication.
- On site manage to help assist in the construction of Commercial Projects and work efficiently with Project Manager to hold schedule while always delivering an outstanding finished project to the owner.

WHAT I'VE LEARNED

CONSTRUCTION MANAGEMENT

- Sam Houston State University, 2012-2015

Joey Teague

1314 CR 313E Vanderbilt, Tx. 77991
(979) 253-1049 Email: joey.teague@hlavinka.com

Summary

I have extensive experience most aspects of construction, agricultural business and management. My experience includes business management, employee supervision, hands on implementation. I am an accomplished welder, wood worker, fabricator, designer and pit master. I am also bilingual.

Professional Experience

Energy Star Inspector: Teague Construction Services, LLC.

June 2021 – Present

- Private inspection service for commercial and residential Construction and existing structures.

General Contractor/Project Manager: Boettcher Hlavinka Co., LLC.

May 2011 – Present

- Pricing, bidding and quoting materials and labor
- Soliciting, hiring, supervising and coordinating sub-contractors
- Development and implementation of Quality Control Plans
- Scheduling and coordination of construction projects
- Mobilization of equipment and personnel
- On site supervision of projects

Operations Manager: Teague Diversified

2002 – May 2011

- Construction Management - Facility design, employee supervision, materials purchasing, surveying, soil excavation
- Supervision and management of concrete construction including: Management of cement batch plant, forming and placement of concrete, surveying, grading and concrete finish work
- Farming: All aspects of farming - Variety selection, pest management, weed control, planting, irrigation management, soil management, harvesting operations
- Hiring- day to day employee management
- Management of Truck Fleet. Including dispatching and scheduling
- Equipment Purchasing and Maintenance Oversight: Farm, trucking, and feedlot
- Composting- Oversight and management of total operation
- Sales and Marketing- Composting, livestock, feed stuff, and byproducts
- Byproduct and Waste Management- Sales, transportation, regulation, and disposal of factory waste and by-products

Owner: Texas Tastes BBQ Catering

2002 - 2011

Sales Manager: Hlavinka Equipment Company (Taft, Texas)

1999-2002

- Sales of all Case IH Products.
- Shop Mechanic and Equipment Transportation

Operations Manager Krackau Farms (New Braunfels Texas)

1996 - 1999

- Dry land Farming: 3000 acre corn, milo, wheat operation. Manage all aspects
- Pasture Management: 2500 acres.

- Seed / Fertilizer Sales and Distribution
- Assistant Manager: 250 head Purebred Limousine Cattle Operation with artificial insemination embryo transfer

Operations Manager San Antonio Livestock Show and Exposition

1995 - 1996

- Supervision of 300 plus workforce.
- Over site of facilities, maintenance, event set up/tear down

Ranch/ Farm Manager: Reddick Farms (Stockdale, Texas)

1993- 1996

- Farm Manager: 900 acre farming / pasture operation
- Managed all aspects of 150 head cow / calf operation

Education and Certification

- Bachelors of Science - 1993 Animal Science: Texas A & M University.
- Agriculture Teaching Certificate: 1996
- Private Applicators License: 1996
- CDL
- Notary Public: Certification issued 3/2020
- Notary Signing Agent: Certification issued 4/2020
- Energy Star Building Inspector: Certification issued 6/2021

STATE OF TEXAS

}

AFFIDAVIT

COUNTY OF Wharton }

Joey Teague

(Type or Print Name)

being first duly sworn, deposes and says: that he or she is

the Project Manager

(Type or Print Title)

of Boettcher Hlavinka Co., LLC.

(Type or Print Name of Company/Firm)

, having its

principal address at 116 Pietzsch St., East Bernard, TX

(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.

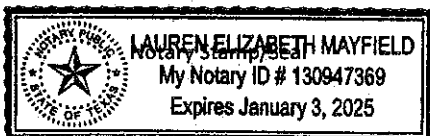
Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Joey Teague
Signature of Affiant

Joey Teague, PM

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 12th day of March, 2024.



Lauren Elizabeth Mayfield
Signature of Notary Public

CONTRACTOR CERTIFICATIONS

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code) Boettcher Hlavinka Co., LLC. P.O. Box 1335 East Bernard, TX 77435	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. ☒ Yes ☐ No	
The undersigned hereby certifies that: ☒ The <u>Non-Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964. ☒ The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000). ☒ The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract. ☒ The Exhibit B – Assurances for Construction Programs is included in the Contract. ☒ The Exhibit D – State of Texas Assurance is included in the Contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246- Equal Employment Opportunity, as amended? ☐ Yes ☒ No	
NAME AND TITLE OF SIGNER (Please type) Joey Teague, PM	
SIGNATURE <i>Joey Teague, P.M.</i>	DATE 3/12/2024

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a County to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ).

These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

- The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the County.
- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered

What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the County or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the County initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the County, Form CIQ must be completed and submitted

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the County, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a County, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.004 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ 2:

1. Fill in the full name of the person who is trying to do business with the County. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the County or begins contract discussions or negotiations with the County.
3. Complete this Section by listing the name of the local government officer (member of County Court or County Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.
If there is more than one local government officer (County Court or County Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form. A copy of Chapter 176 of the Texas Local Government Code can be found at: <http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

8/03/2011

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.004(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.004, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.004, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

RFB / RFP / Contract #

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Joey Terque, P.M.

Signature of person doing business with governmental entity

Date Signed

INSERT DEBARMENT & SUSPENSION EXECUTIVE ORDER PDF HERE and it includes CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS HERE

N/A

CERTIFICATION REGARDING LOBBYING

(To be submitted if the bid or offer exceeds \$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, Boettcher Hlavinka Co., 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.

Joey Teague, P.M.
Signature of Contractor's Authorized Official

Joey Teague, PM
Printed Name and Title of Contractor's Authorized Official

3/12/2024
Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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, County, 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 subawardee, e.g., the first subawardee 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 "Subawardee," then enter the full name, address, County, 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, County, 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.

Joey Teague, PM 979-253-1049

Joey Teague, P.M.

3/12/2024

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

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
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:	
7. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>	
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: <u>Joey Teague, P.M.</u> Print Name: _____ Joey Teague Title: <u>Project Manager</u> Telephone No.: <u>979-253-1049</u> Date: <u>3/12/2024</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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) Joey Teague, PM, 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>

Boettcher Hlavinka Co., LLC.

Company Name

Joey Teague, P.M.
Signature of Authorized Official

JOEY TEAGUE
Printed Name of Authorized Official

Project Manager

3/12/2024

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.

D 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)

D I certify that Boettcher Hlavinka Co., LLC. is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

Joey Teague, P.M.
Signature of Authorized Agent

Joey Teague, PM

Printed Name and Title of Authorized Agent

3/12/2024

Date

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The General Contractor does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Boettcher Hlavinka Co., LLC.

(Address) 116 Pietzsch St.

East Bernard, TX

County State Zip

Telephone Number (979) 335 - 6031 Voice
(979) 253 - 1049 TDD

Josh Mayfield, DOC has been designated to coordinate compliance all Federal statutes relating to nondiscrimination.

Insert System for Award Management (SAM) Record Search for company and company principal(s).

- **Include a printout of the search results that includes the record date and verification that the Company, Corporation, Firm or Partnership's principles are not listed (are not debarred) through the System for Award Management**

**BOETTCHERHLAVINKA CO LLC**

Unique Entity ID DWKPDQ78ZB3	CAGE / NCAGE (blank)	Purpose of Registration Federal Assistance Awards Only
Registration Status Submitted Registration	Expiration Date Mar 11, 2025	
Physical Address 17405 Us 90A HWY East Bernard, Texas 77435-8267 United States	Mailing Address 17405 Us 90A HWY East Bernard, Texas 77435-8267 United States	

Doing Business as**(blank)****Division Name
(blank)****Division Number
(blank)****Congressional District
Texas 22****State / Country of Incorporation
Texas / United States****URL
www.hlavinka.com****Registration Dates****Activation Date
(blank)****Submission Date
Mar 11, 2024****Initial Registration Date
Mar 11, 2024****Entity Dates****Entity Start Date
Feb 4, 2021****Fiscal Year End Close Date
Dec 31****Immediate Owner****CAGE
(blank)****Legal Business Name
(blank)****Highest Level Owner****CAGE
(blank)****Legal Business Name
(blank)****Executive Compensation**

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected**Proceedings Questions**

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Other

Profit Structure

For Profit Organization

Entity Type

Business or Organization

Organization Factors

Limited Liability Company

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

(blank)

Electronic Funds Transfer

Account Type

Checking

Routing Number

*****55

Lock Box Number

(blank)

Financial Institution

PROSPERITY BANK

Account Number

*****93

Automated Clearing House

Phone (U.S.)

9795597350

Email

josh.mayfield@hlavinka.com

Phone (non-U.S.)

(blank)

Fax

(blank)

Remittance Address

josh mayfield

PO Box 1335

East Bernard, Texas 77435

United States

Taxpayer Information

EIN

*****5107

Type of Tax

Applicable Federal Tax

Taxpayer Name

Boettcher Hlavinka Co LLC

Tax Year (Most Recent Tax Year)

2023

Name/Title of Individual Executing Consent

Director Of Construction

TIN Consent Date

Mar 11, 2024

Address

17405 Highway 90A

East Bernard, Texas 77435

Signature

Joshua Mayfield

Point of Contact

Accounts Receivable POC

✉

Joshua A Mayfield, Director of Construction

josh.mayfield@hlavinka.com

9795597350

Electronic Business

✕

Joshua A Mayfield, Director of Construction
josh.mayfield@hlavinka.com
9795597350

17405 US-90 Alt
East Bernard, Texas 77435
United States

Government Business

✕

Josh A Mayfield, Director of Construction
josh.mayfield@hlavinka.com
9795597350

17405 US-90 Alt
East Bernard, Texas 77435
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

BID Revised Addendum No. 1 – 02-28-2024**PROJECT NAME:** Bid Number 2024.04 - Recycle Waste Transfer Station Project**DUE DATE:** Tuesday, March 12, 2024 before 2:00:00 p.m.**NAME:** Clyde Kazmir Const., Inc.

WORK SCOPE is Bids are invited for items and quantities of work generally as follows: a new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramps.

BASE BID				
Item	Quantity	Unit	Unit Price	Total Bid Price
1. Furnish all necessary equipment, materials, and labor for mobilization, demobilization, barricades, and insurance.	1	LS	\$35,500.00	\$25,500.00
2. Furnish all necessary equipment, materials, and labor for the installation of the building foundation complete in place, including select fill as designed and includes incorporated concrete push walls and in accordance with the drawings and specifications	1	LS	\$372,725.00	\$372,725.00
3. Furnish all necessary equipment, materials, and labor for the installation of the pre-engineered metal building, siding, gutter system, and roof in accordance with the drawings and specifications. This item includes any engineering cost/fees to receive stamped PEMB drawings from manufacturer.	1	LS	\$322,500.00	\$322,500.00
Total Base Bid				\$720,725.00

OWNER'S OPTIONS				
Item	Quantity	Unit	Unit Price	Total Bid Price
Option 1) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick reinforced concrete pavement in accordance with the drawings and specifications	3,470	SF	\$14.63	\$50,753.50

SPECIFICATION NOTES

Calhoun County is receiving Bids for items and quantities of work generally as follows: Bids are invited for items and quantities of work generally as follows: A new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramp.

County to provide:

1. Unsecured place to store contractor equipment and vehicles
2. Unsecured area to store excess materials required for construction.

The BIDDER, in compliance with the invitation for bids for Bid Number 2024.04 - Recycle Waste Transfer Station Project, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies in accordance with the contract documents, within the time set forth herein. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within thirty (30) days after the time set for receipt of proposals.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the County and to substantially complete within 6 months/180 consecutive calendar days as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day.

I hereby acknowledge the receipt of the following addenda:

1. Addendum 1
2.

SUBCONTRACTORS. The undersigned BIDDER proposes that he will be responsible to perform major portions of the work at the project site with his own forces and that specific portions of the work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Type of Work Subcontracted	Name of Subcontractor
Concrete and Building	AAA Concrete

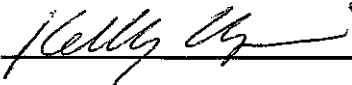
The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

Bidder Name: Clyde Kazmir Construction, Inc.

Address: 1001 West Main Street, Edna, Texas 77957

Phone: 361.782.3594

EIN or Tax ID No.: 74-24012064

Signature: 

Name and Title: Kelly Kazmir, Vice-President

Email Address: kelly@kazmirconst.com

EXECUTED IN DUPLICATE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Clyde Kazmir Construction, Inc.
as PRINCIPAL, and Great Midwest Insurance Company, as SURETY are held and firmly bound unto
CALHOUN COUNTY, TEXAS hereinafter called the "Owner", in the penal sum of Five Percent (5%) of the
Total Amount Bid Dollars, (\$ 5% TAB), lawful money of the United States, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
Accompanying Bid, dated March 12, 2024, **Bid Number 2024.04 - Recycle Waste Transfer Station**
Project for Calhoun County, Texas.

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the
opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within
the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are
presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as
accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful
performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period
specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal
shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local
Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then
the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals
this 8th day of March, 2024, the name and corporate seal of each corporate party being
hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing
body.

Attest:

Attest:

Attest:

Alex Rausch, Witness

(SEAL)
Clyde Kazmir Construction, Inc.

By: [Signature] (SEAL)
Affix
Corporate
Seal

By: Jasmine Collins
Affix
Corporate
Seal

Great Midwest Insurance Company
By: S. McCauley, Jr.
Sean McCauley, Jr., Attorney-in-Fact

Countersigned

By NA

* Attorney-in-Fact, State of Texas

OWNER'S OPTIONS Continued..				
Item	Quantity	Unit	Unit Price	Total Bid Price
Option 2) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick limestone pavement (complete in place and in final position) in accordance with the drawings and specifications	17,160	SF	\$4.60	\$78,936.00
Option 3) Furnish all necessary equipment, materials, and labor for the installation of the 24" HDPE storm pipe in accordance with the drawings and specifications	77	LF	\$129.00	\$9,933.00
Option 4) Furnish all necessary equipment, materials, and labor for the installation of the 15" HDPE storm pipe in accordance with the drawings and specifications	77	LF	\$103.20	\$7,946.40
Option 5) Furnish all necessary equipment, materials, and labor for the installation of the precast concrete safety end treatments for 15" storm pipes in accordance with the drawings and specifications	2	EA	\$1,925.00	\$3,850.00
Option 6) Furnish all necessary equipment, materials, and labor for the installation of the precast safety end treatments for 24" storm pipes in accordance with the drawings and specifications	2	EA	\$2,690.00	\$5,380.00
Option 7) Furnish all necessary equipment, materials, and labor for the installation of the drainage swales in accordance with the drawings and specifications	370	LF	\$20.00	\$7,400.00
Option 8) Furnish all necessary equipment, materials, and labor for the installation of the general fill material and site grading in accordance with the drawings and specifications. Use/reuse of excavated onsite materials from foundation excavation acceptable.	1	LS	\$10,000.00	\$10,000.00

Note: The award will be based on the BASE BID with consideration of the Owner's Options 1 through 8. The Owner reserves the right to choose all, none or any combination of the Owner's Options at their discretion.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Sean McCauley, Jr., Claudia Chavez, Sam Duckett, Katie Rooney, Jeff Scott, Bridget Truxillo, Sarah Timmons, Ashlyn Simchik, Jarrod Yost, Alex Rausch, Liam Hackett, Sterling Ward

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

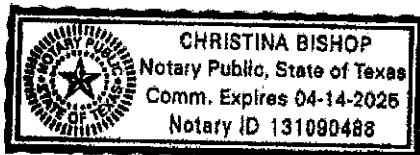
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 8th Day of March, 2024.



BY _____

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Texas Department of Insurance



Certificate No. 15063

Company No. 07-005785

Certificate of Authority

THIS IS TO CERTIFY THAT

GREAT MIDWEST INSURANCE COMPANY

HOUSTON, TEXAS

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Inland Marine; Ocean Marine; Aircraft--
Liability & Physical Damage; Accident; Health; Workers' Compensation &
Employers' Liability; Employers' Liability; Automobile--Liability &
Physical Damage; Liability other than Automobile; Fidelity & Surety;
Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit and
Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my hand and seal of
office at Austin, Texas, this

20th day of December A.D. 2010

MIKE GEESLIN
COMMISSIONER OF INSURANCE

BY

A handwritten signature in dark ink, appearing to read "Godwin Ohaechesi".
Godwin Ohaechesi, Director
Company Licensing & Registration

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/she desires.

Name of Bidder: Clyde Kazmir Construction, Inc.

Date Organized: 1961

Address: 1001 West Main Street

Date Incorporated: December 11, 1985

Edna, Texas 77957

Number of Years in contracting business under current name: Since 1985

CONTRACTS ON HAND:

Contracts	Dollar Amount	Completion Date
Vic-tec - Victoria	\$1,017,613.30	April 15, 2024
Roads and Drainage Improvements Project - LaWard	\$4,104,182.70	April 10, 2024

Type of work performed by your company: Civil Site Work, Commercial and Residential

Have you ever failed to complete any work awarded to you?

No

Have you ever defaulted on a contract?

No

List the projects most recently completed by your firm (include project of similar importance):

Project	Dollar Amount	Mo/Yr Completed
Rosedin BESS Station	\$1,586,009.85	7/28/2023
Cottonwood Bayou Solar Project	\$4,104,182.70	7/20/2023

Major equipment available for **this** contract:

Dozer, Excavator, Grader and Compactor

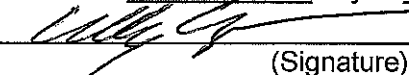
Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ 675,000.00

Bank reference: McKenna Zacek Pustka
Bank President

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Calhoun County, Texas in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 12th day of March, 2024.

by: 
(Signature)

Vice President
(Title)

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF Jackson {}

Kelly Kazmir being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the Vice - President of Clyde Kazmir Construction, Inc., having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at 1001 West Main Street, PO Box 554, Edna, Texas 77957
(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.

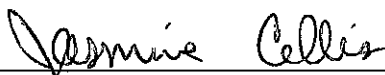


Signature of Affiant

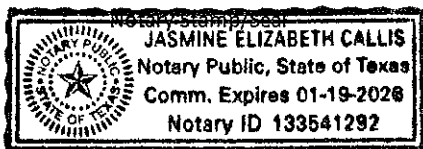
Kelly Kazmir, Vice-President

Printed Name and Title of Affiant

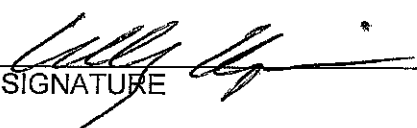
SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this 12 th day of March, 2024.



Signature of Notary Public



CONTRACTOR CERTIFICATIONS

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS
INSTRUCTIONS
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.
NAME AND ADDRESS OF BIDDER (include ZIP Code) Clyde Kazmir Construction, Inc. 1001 West Main Street Edna, Texas 77957
CERTIFICATION BY BIDDER
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. ☒ Yes ☐ No
The undersigned hereby certifies that: ☒ The <u>Non-Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964. ☒ The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000). ☒ The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract. ☒ The Exhibit B – Assurances for Construction Programs is included in the Contract. ☒ The Exhibit D – State of Texas Assurance is included in the Contract.
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246- Equal Employment Opportunity, as amended? ☐ Yes ☒ No
NAME AND TITLE OF SIGNER (Please type) Kelly Kazmir, Vice-President
 SIGNATURE
March 12, 2024 DATE

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.004(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.004, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.004, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

Kelly Kazmir

RFB / RFP / Contract
#**2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with governmental entity

Date Signed March 12, 2024

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:

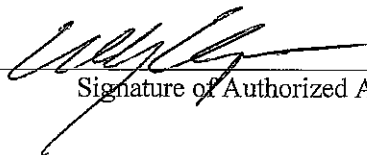
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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.

Kelly Kazmir - Vice President

Name and Title of Authorized Agent

3/12/24

Date



Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

CERTIFICATION REGARDING LOBBYING

(To be submitted if the bid or offer exceeds \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

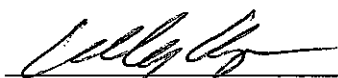
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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, Clyde Kazmir Construction, Inc., 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

Kelly Kazmir, Vice-President

Printed Name and Title of Contractor's Authorized Official

March 12, 2024

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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, County, 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 subawardee, e.g., the first subawardee 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 "Subawardee," then enter the full name, address, County, 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, County, 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

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
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:	
7. 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: Kelly Kazmir Title: Vice - President Telephone No.: 361.782.3594 Date: 3/12/24	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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) Kelly Kazmir, 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>

Clyde Kazmir Construction, Inc.

Company Name



Signature of Authorized Official

Kelly Kazmir

Printed Name of Authorized Official

Vice - President

Title of Authorized Official

March 12, 2024

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.

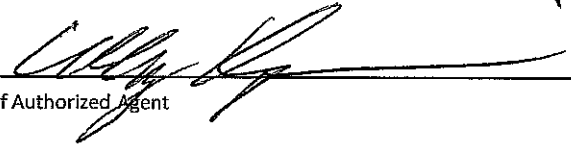
D I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)

as defined in Government Code §2252.001 and our principal place of business is

(City and State)

☒ I certify that Clyde Kazmir Construction, Inc. is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.



Signature of Authorized Agent

Kelly Kazmir, Vice-President

Printed Name and Title of Authorized Agent

March 12, 2024

Date

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Clyde Kazmir Construction, Inc. does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Kelly Kazmir

(Address) 1001 West Main Street

<u>Jackson</u>	<u>Texas</u>	<u>77957</u>
County	State	Zip

Telephone Number (361) 782 - 3594 Voice
() - TDD

Kelly Kazmir has been designated to coordinate compliance all Federal statutes relating to nondiscrimination.

BID Revised Addendum No. 1 – 02-28-2024**PROJECT NAME:** Bid Number 2024.04 - Recycle Waste Transfer Station Project**DUE DATE:** Tuesday, March 12, 2024 before 2:00:00 p.m.**NAME:** Rexco Inc.

WORK SCOPE is Bids are invited for items and quantities of work generally as follows: a new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramps.

BASE BID				
Item	Quantity	Unit	Unit Price	Total Bid Price
1. Furnish all necessary equipment, materials, and labor for mobilization, demobilization, barricades, and insurance.	1	LS	\$10,000.00	\$10,000.00
2. Furnish all necessary equipment, materials, and labor for the installation of the building foundation complete in place, including select fill as designed and includes incorporated concrete push walls and in accordance with the drawings and specifications	1	LS	\$307,500.00	\$307,500.00
3. Furnish all necessary equipment, materials, and labor for the installation of the pre-engineered metal building, siding, gutter system, and roof in accordance with the drawings and specifications. This item includes any engineering cost/fees to receive stamped PEMB drawings from manufacturer.	1	LS	\$183,900.00	\$183,900.00
Total Base Bid				\$501,400.00

OWNER'S OPTIONS				
Item	Quantity	Unit	Unit Price	Total Bid Price
Option 1) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick reinforced concrete pavement in accordance with the drawings and specifications	3,470	SF	\$37.03	\$128,492.10

OWNER'S OPTIONS Continued..

Item	Quantity	Unit	Unit Price	Total Bid Price
Option 2) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick limestone pavement (complete in place and in final position) in accordance with the drawings and specifications	17,160	SF	\$6.94	\$119,090.40
Option 3) Furnish all necessary equipment, materials, and labor for the installation of the 24" HDPE storm pipe in accordance with the drawings and specifications	77	LF	\$153.20	\$11,796.40
Option 4) Furnish all necessary equipment, materials, and labor for the installation of the 15" HDPE storm pipe in accordance with the drawings and specifications	77	LF	\$133.03	\$10,243.31
Option 5) Furnish all necessary equipment, materials, and labor for the installation of the precast concrete safety end treatments for 15" storm pipes in accordance with the drawings and specifications	2	EA	\$5,611.50	\$11,223.00
Option 6) Furnish all necessary equipment, materials, and labor for the installation of the precast safety end treatments for 24" storm pipes in accordance with the drawings and specifications	2	EA	\$6,282.50	\$12,565.00
Option 7) Furnish all necessary equipment, materials, and labor for the installation of the drainage swales in accordance with the drawings and specifications	370	LF	\$25.79	\$9,545.30
Option 8) Furnish all necessary equipment, materials, and labor for the installation of the general fill material and site grading in accordance with the drawings and specifications. Use/reuse of excavated onsite materials from foundation excavation acceptable.	1	LS	\$14,700.00	\$14,700.00

Note: The award will be based on the BASE BID with consideration of the Owner's Options 1 through 8. The Owner reserves the right to choose all, none or any combination of the Owner's Options at their discretion.

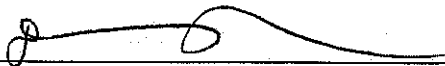
**CERTIFICATION REGARDING DEBARMENT & SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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.

Dennis Redding / Executive Vice President
Name and Title of Authorized Agent

03/12/24
Date


Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

SPECIFICATION NOTES

Calhoun County is receiving Bids for items and quantities of work generally as follows: Bids are invited for items and quantities of work generally as follows: A new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramp.

County to provide:

1. Unsecured place to store contractor equipment and vehicles
2. Unsecured area to store excess materials required for construction.

The BIDDER, in compliance with the invitation for bids for Bid Number 2024.04 - Recycle Waste Transfer Station Project, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies in accordance with the contract documents, within the time set forth herein. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within thirty (30) days after the time set for receipt of proposals.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the County and to substantially complete within 150 consecutive calendar days as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day.

I hereby acknowledge the receipt of the following addenda:

1. Addendum 1 Dated February 23, 2024
2. _____

SUBCONTRACTORS. The undersigned BIDDER proposes that he will be responsible to perform major portions of the work at the project site with his own forces and that specific portions of the work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Type of Work Subcontracted	Name of Subcontractor
None	

The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

Bidder Name: Rexco, Inc.

Address: 1104 Mildred Dr., Port Lavaca, TX 77979

Phone: 361-552-5371

EIN or Tax ID No.: 74-1467107

Signature: 

Name and Title: Dennis Redding/Executive Vice President

Email Address: dennis@rexcoinc.com

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Rexco, Inc., 1104 Mildred Dr, Port Lavaca, Tx 77979 as PRINCIPAL, and Continental Casualty Company, as SURETY are held and firmly bound unto **CALHOUN COUNTY, TEXAS** hereinafter called the "Owner", in the penal sum of 5% Greatest Amount Bid Dollars, (\$ 5% (GAB)), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated March 12, 2024, **Bid Number 2024.04 - Recycle Waste Transfer Station Project for Calhoun County, Texas.**

NOW, THEREFOR, If the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this Instrument under their several seals this 12th day of March 2024, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

Attest:

J. W. Ham

Attest:

Kristie Rodriguez
Kristie Rodriguez Witness

Attest:

Rexco, Inc.

(SEAL)

By:

[Signature]

(SEAL)

Continental Casualty Company

Affix
Corporate
Seal

By:

[Signature]

James Russell Attorney in Fact

Affix
Corporate
Seal

By:

Countersigned

By

* Attorney-in-Fact, State of

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Gary Grissom, Laurie J Barnes, Ronda Brown, Denise Dugan, James Russell, Ana Rodriguez, Kristie Rodriguez, Shanna Wagner, Coy Sunderman, J D Steanson, Individually

of Austin, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 29th day of August, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

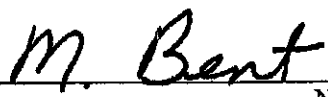

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of August, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

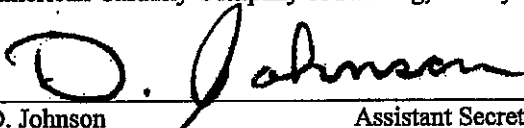

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 12th day of March, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Form F6853-4-2023

Go to www.cnasurety.com > Owner / Oblgee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies.

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

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"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, John Harrison, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that Dennis Redding, who signed the said bond on behalf of the Principal was then Exec. V.P. of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate
Seal

Title: _____

John Harrison Sec. / TREASURER

* Power-of-attorney for person signing for Surety Company must be attached to bond.

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/she desires.

Name of Bidder: Rexco, Inc. Date Organized: Feb. 1963
Address: 1104 Mildred Dr. Date Incorporated: Feb. 1963
Port Lavaca, TX 77979

Number of Years in contracting business under current name: 61

CONTRACTS ON HAND:

Contracts	Dollar Amount	Completion Date
Alcoa Dike Resloping	\$1.1 Million	12/31/24
Formosa Retention Pond	\$2.5 Million	06/30/24
Bechtel Asphalt Paving	\$4.2 Million	12/31/24
Cheniere Raw Water Lake	\$5.3 Million	12/31/24

Type of work performed by your company: General Construction
Have you ever failed to complete any work awarded to you? No
Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

Project	Dollar Amount	Mo/Yr Completed
Cheniere Raw Water Lake	\$3.1 Million	11/2022
Bechtel Concrete Paving	\$1.2 Million	09/2022
Cheniere Fill Material	\$5 million	10/31/23
Alcoa Dike Resloping	\$1.2 million	11/2022

Major equipment available for this contract:

Any

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ One million Bank reference: Wells Fargo

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 12th day of March, 2024.

by: [Signature]
(Signature)

Executive Vice President
(Title)

STATE OF TEXAS

{ }

AFFIDAVIT

COUNTY OF Calhoun

{ }

Dennis Redding

(Type or Print Name)

being first duly sworn, deposes and says: that he or she is

the Executive Vice President

(Type or Print Title)

of

Rexco, Inc.

(Type or Print Name of Company/Firm)

having its

principal address at 1104 Mildred Dr., Port Lavaca, TX 77979

(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.

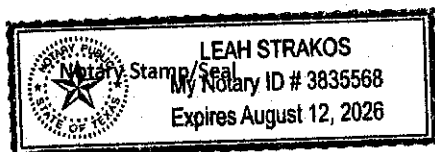


Signature of Affiant

Dennis Redding / Executive Vice President

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 12th day of March, 2024.





Signature of Notary Public

CONTRACTOR CERTIFICATIONS

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
Rexco, Inc., 1104 Mildred Dr., Port Lavaca, TX 77979	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.	
☒ Yes ☐ No	
The undersigned hereby certifies that:	
☒ The <u>Non-Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.	
☒ The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
☒ The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract.	
☒ The Exhibit B – Assurances for Construction Programs is included in the Contract.	
☒ The Exhibit D – State of Texas Assurance is included in the Contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246- Equal Employment Opportunity, as amended?	
☐ Yes ☒ No	
NAME AND TITLE OF SIGNER (Please type) Dennis Redding / Executive Vice President	
	
SIGNATURE	03/12/24
	DATE

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.004(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.004, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.004, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.*Rexo, Inc.*

RFB / RFP / Contract #

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.*None*

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

*None***4.**

Signature of person doing business with governmental entity

Date Signed *3-12-24*

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a County to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ).

These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

- The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the County.
- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered

What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the County or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the County initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the County, Form CIQ must be completed and submitted

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the County, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a County, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.004 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ 2:

1. Fill in the full name of the person who is trying to do business with the County. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the County or begins contract discussions or negotiations with the County.
3. Complete this Section by listing the name of the local government officer (member of County Court or County Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.
If there is more than one local government officer (County Court or County Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form. A copy of Chapter 176 of the Texas Local Government Code can be found at: <http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (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; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name Rexco, Inc.

Date 03/12/24

By Dennis Redding / Executive Vice President

Name and Title of Authorized Representative

Signature of Authorized Representative



INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING LOBBYING

(To be submitted if the bid or offer exceeds \$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, Rexco, Inc., 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

Dennis Redding / Executive Vice President

Printed Name and Title of Contractor's Authorized Official

03/12/24

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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, County, 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 subawardee, e.g., the first subawardee 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 "Subawardee," then enter the full name, address, County, 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, County, 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.

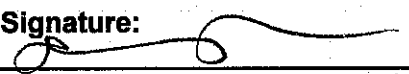
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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: <u>a</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application <u>a</u> b. initial award c. post-award	3. Report Type: <u>a</u> a. initial filing b. material change
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: Rexio Inc. 1104 Mildred Dr. Port Latta, TX 77979 Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
7. 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): None	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: Dennis Rodding Title: Executive Vice President Telephone No.: 361-552-5371 Date: 3-12-24	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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) Dennis Redding, 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>

Rexco, Inc.

Company Name

Dennis Redding


Signature of Authorized Official

Printed Name of Authorized Official

Executive Vice President

03/12/24

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.

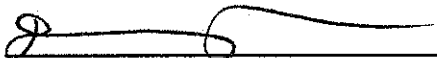
D I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)

as defined in Government Code §2252.001 and our principal place of business is

(City and State)

D I certify that Rexco, Inc. is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.



Signature of Authorized Agent

Dennis Redding / Executive Vice President

Printed Name and Title of Authorized Agent

03/12/24

Date

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Rexco, Inc. does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Rexco, Inc.

(Address) 1104 Mildred Dr.

Calhoun, TX, 77979

County State Zip

Telephone Number (361) 552 - 5371 Voice
() _____ - _____ TDD

Dennis Redding has been designated to coordinate compliance all Federal statutes relating to nondiscrimination.



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e.g. 1606N020Q02

Rexco



Federal Organizations

Enter Code or Name



Status



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CLPG REXCO LLC Active Registration

Unique Entity ID
NEZUU65LZ4Y1

CAGE Code
96RR4

Physical Address
250 CALLE
FORTALEZA, SAN
JUAN, PR 00901
USA

Entity

Expiration Date
Feb 28, 2025

Purpose of Registration
All Awards

REXCO EQUIPMENT, INC. Active Registration

Unique Entity ID
H7ADJMF7LJ33

CAGE Code
0KSF8

Physical Address
10995 High Life CT.
SW, CEDAR RAPIDS,
IA 52404 USA

Entity

Expiration Date
Jan 9, 2025

Purpose of Registration
All Awards

CLPG SJIP 1 LLC Active Registration

Unique Entity ID
UTH9L3TL4NL5

CAGE Code
97MC8

Physical Address
250 CALLE
FORTALEZA, SAN
JUAN, PR 00901
USA

Entity

Expiration Date
Feb 7, 2025

Purpose of Registration
All Awards

P. J. ROSALY ENTERPRISES, LLC Active Registration

Unique Entity ID
UY6NDQSSYNK3

CAGE Code
1PBR8

Physical Address
REXCO INDUSTRIAL
PARK, 150 CALLE C
ESQ B CARR 165,
GUAYNABO, PR
00968 USA

Entity

Expiration Date
Oct 18, 2024

Purpose of Registration
All Awards

ISLANDWIDE LOGISTICS, INC Active Registration

Unique Entity ID
K968KVAMKD3

CAGE Code
86BH6

Physical Address
REXCO INDUSTRIAL
PARK, 150 CALLE C
ESQ. B CARR 165,
GUAYNABO, PR
00968 USA

Entity

Expiration Date
Oct 18, 2024

Purpose of Registration
All Awards

REXCOANALYTICS LLC Active Registration

Unique Entity ID
NJQPFGUER3E5

CAGE Code
83CN6

Physical Address
1400 HANCOCK
BLVD, APT 507,
DAYTONA BEACH,
FL 32114 USA

Entity

Expiration Date
Oct 3, 2024

Purpose of Registration
All Awards

TACTICAL MESH LLC Active Registration

Unique Entity ID
J7FLF9JU6F56

CAGE Code
6ZG23

Physical Address
REXCO INDUSTRIAL
PARK, CALLE A
#200, GUAYNABO,
PR 00968 USA

Entity

Expiration Date
Jul 18, 2024

Purpose of Registration
All Awards

B BILLBOARD NC LLC

ID Assigned

Unique Entity ID
ZFLDE3XZ84W9

Physical Address
REXCO INDUSTRIAL PARK,
CALLE A #200 SUITE 300,
GUAYNABO, PR 00968 USA

Entity

Assigned Date
Oct 17, 2022

Results per page

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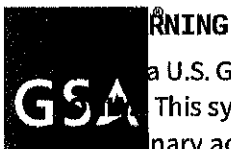
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This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY"**. This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

BID Revised Addendum No. 1 - 02-28-2024**PROJECT NAME:** Bid Number 2024.04 - Recycle Waste Transfer Station Project**DUE DATE:** Tuesday, March 12, 2024 before 2:00:00 p.m.**NAME:** Con-Metal Contractors, Inc.

WORK SCOPE is Bids are invited for items and quantities of work generally as follows: a new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramps.

BASE BID				
Item	Quantity	Unit	Unit Price	Total Bid Price
1. Furnish all necessary equipment, materials, and labor for mobilization, demobilization, barricades, and insurance.	1	LS	\$26,000	\$26,000
2. Furnish all necessary equipment, materials, and labor for the installation of the building foundation complete in place, including select fill as designed and includes incorporated concrete push walls and in accordance with the drawings and specifications	1	LS	\$243,000	\$243,000
3. Furnish all necessary equipment, materials, and labor for the installation of the pre-engineered metal building, siding, gutter system, and roof in accordance with the drawings and specifications. This item includes any engineering cost/fees to receive stamped PEMB drawings from manufacturer.	1	LS	\$188,000	\$188,000
Total Base Bid				\$477,000

OWNER'S OPTIONS				
Item	Quantity	Unit	Unit Price	Total Bid Price
Option 1) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick reinforced concrete pavement in accordance with the drawings and specifications	3,470	SF	\$9.94	\$34,500

OWNER'S OPTIONS Continued..

Item	Quantity	Unit	Unit Price	Total Bid Price
Option 2) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick limestone pavement (complete in place and in final position) in accordance with the drawings and specifications	17,160	SF	\$ 6.57	\$112,679
Option 3) Furnish all necessary equipment, materials, and labor for the installation of the 24" HDPE storm pipe in accordance with the drawings and specifications	77	LF	\$102.60	\$ 7,900
Option 4) Furnish all necessary equipment, materials, and labor for the installation of the 15" HDPE storm pipe in accordance with the drawings and specifications	77	LF	\$ 51.95	\$ 4,000
Option 5) Furnish all necessary equipment, materials, and labor for the installation of the precast concrete safety end treatments for 15" storm pipes in accordance with the drawings and specifications	2	EA	\$ 2,687.50	\$ 5,375
Option 6) Furnish all necessary equipment, materials, and labor for the installation of the precast safety end treatments for 24" storm pipes in accordance with the drawings and specifications	2	EA	\$2,322.50	\$ 4,645
Option 7) Furnish all necessary equipment, materials, and labor for the installation of the drainage swales in accordance with the drawings and specifications	370	LF	11.62	\$ 4,300.
Option 8) Furnish all necessary equipment, materials, and labor for the installation of the general fill material and site grading in accordance with the drawings and specifications. Use/reuse of excavated onsite materials from foundation excavation acceptable.	1	LS		included in above items

Note: The award will be based on the BASE BID with consideration of the Owner's Options 1 through 8. The Owner reserves the right to choose all, none or any combination of the Owner's Options at their discretion.

SPECIFICATION NOTES

Calhoun County is receiving Bids for items and quantities of work generally as follows: Bids are invited for items and quantities of work generally as follows: A new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramp.

County to provide:

1. Unsecured place to store contractor equipment and vehicles
2. Unsecured area to store excess materials required for construction.

The BIDDER, in compliance with the invitation for bids for Bid Number 2024.04 - Recycle Waste Transfer Station Project, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies in accordance with the contract documents, within the time set forth herein. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within thirty (30) days after the time set for receipt of proposals.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the County and to substantially complete within 270 consecutive calendar days as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day.

I hereby acknowledge the receipt of the following addenda:

1. Addendum No. 1
2. _____

SUBCONTRACTORS. The undersigned BIDDER proposes that he will be responsible to perform major portions of the work at the project site with his own forces and that specific portions of the work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Type of Work Subcontracted	Name of Subcontractor
<u>N/A</u>	<u>N/A</u>

The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

Bidder Name: Con-Metal Contractors, Inc.

Address: P.O. Box 25, Point Comfort, TX 77978

Phone: 361-552-4042

EIN or Tax ID No.: 61-1516011

Signature: [Signature]

Name and Title: Vice President

Email Address: dabowen@conmetalinc.com

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.

Arturo Perez, President
Name and Title of Authorized Agent

3/12/24
Date

APZ
Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

CERTIFICATION REGARDING LOBBYING

(To be submitted if the bid or offer exceeds \$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, Con-Metal Contractors, Inc., 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.

Jessica Perez
Signature of Contractor's Authorized Official

Jessica Perez HR Manager
Printed Name and Title of Contractor's Authorized Official

03/12/2024
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: <u>a</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application <u>a</u> b. initial award c. post-award	3. Report Type: <u>a</u> a. initial filing b. material change
4. Name and Address of Reporting Entity: • ☒ Prime ☐ Subawardee Tier _____, if Known: <u>Con-Metal Contractors, Inc.</u> <u>P.O. Box 25</u> <u>Point Comfort, TX 77978</u> 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:	
7. 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: <u>Jessica Perez</u> Print Name: <u>Jessica Perez</u> Title: <u>HR Manager</u> Telephone No. <u>361-552-4042</u> Date: <u>02/24/24</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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) Jessica Perez, 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>

Con-Metal Contractors, Inc.

Company Name

Jessica Perez

Signature of Authorized Official

Jessica Perez

Printed Name of Authorized Official

HR Manager

Title of Authorized Official

03/06/2024

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.

D I certify that _____ is a "Nonresident Bidder" of Texas

(Company Name)

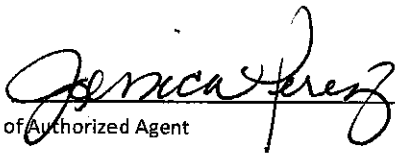
as defined in Government Code §2252.001 and our principal place of business is

(City and State)

☒ I certify that Con-Metal Contractors, Inc. 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

Jessica Perez - HR Manager

Date

03/06/2024

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Con-Metal Contractors, Inc. does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Con-Metal Contractors, Inc.

(Address) P.O. Box 25
Calhoun Tx 77978
County State Zip

Telephone Number (361) 552 - 4042 Voice
() - TDD

Con-Metal Contractors, Inc. has been designated to coordinate compliance all Federal statutes relating to nondiscrimination.

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/she desires.

Name of Bidder: Con-Metal Contractors, Inc. Date Organized: 2003
Address: 2998 Fm 3084 Date Incorporated: 2006
Port Lavaca, TX 77979

Number of Years in contracting business under current name: 21

CONTRACTS ON HAND:

Contracts	Dollar Amount	Completion Date
<u>Civil Work Tank Area</u>	<u>\$2.8 M</u>	<u>05/2024</u>
<u>Central Warehouse Roofing</u>	<u>\$2.0 M</u>	<u>02/2025</u>
<u>UT3 Plant 1 & 2 Freeze Protection Shelter PPN & structural</u>	<u>\$580,075</u>	<u>06/2024</u>

Type of work performed by your company: foundations, steel structures, paving
Have you ever failed to complete any work awarded to you? NO
Have you ever defaulted on a contract? NO

List the projects most recently completed by your firm (include project of similar importance):

Project	Dollar Amount	Mo/Yr Completed
<u>DEM 200 Rectifier Metal shelter steel structure</u>	<u>\$2.4 M</u>	<u>07/2022</u>
<u>VCM De-Bottleneck Foundation</u>	<u>\$1.8 M</u>	<u>12/2021</u>
<u>Street/Road Improvement</u>	<u>\$1.5 M</u>	<u>10/2020</u>
<u>Local Control Room</u>	<u>\$2.1 M</u>	<u>06/2020</u>

Major equipment available for this contract:

maintainer, dump truck, trackhoe, pump truck, crane, forklift,
water truck, skidsteer, dozer

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ 650,399 Bank reference: Frost Bank

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Calhoun County in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 12th day of March, 2024.
by: Jessica Perez (Signature) H/R Manager (Title)

STATE OF TEXAS

{ }

AFFIDAVIT

COUNTY OF Calhoun { }

Arturo Perez

being first duly sworn, deposes and says: that he or she is

the President of Con-Metal Contractors, Inc. having its
(Type or Print Name) (Type or Print Title) (Type or Print Name of Company/Firm)

principal address at 2998 FM 3084, Fort Lavaca, TX 77979; PO Box 25, Fort Comfort, TX 77978
(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.

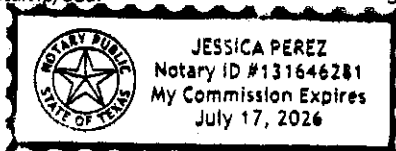
Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

APZ
Signature of Affiant

Arturo Perez President
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 12 day of March, 2024.

Notary Stamp/Seal



Jessica Perez
Signature of Notary Public

CONTRACTOR CERTIFICATIONS

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code) Con-Metal Contractors, Inc. 2998 FM 3084 Port Lavaca, TX 77979	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. ☐ Yes ☒ No	
The undersigned hereby certifies that: ☒ The <u>Non-Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964. ☒ The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000). ☒ The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract. ☒ The Exhibit B – Assurances for Construction Programs is included in the Contract. ☒ The Exhibit D – State of Texas Assurance is included in the Contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246- Equal Employment Opportunity, as amended? ☐ Yes ☒ No	
NAME AND TITLE OF SIGNER (Please type) Jessica Perez HR Manager	
SIGNATURE Jessica Perez	DATE 03/06/2024

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.004(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.004, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.004, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

Arturo Perez - Con-metal Contractors Inc.

RFB / RFP / Contract #

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with governmental entity

Date Signed

APZ
03/12/2024

IMPORTANT - Please Read

Outstanding cashier's checks are subject to state or territorial unclaimed property laws.

If the cashier's check is lost, stolen, or destroyed, you may request a stop payment and reissuance. A stop payment and reissuance can only be completed within a branch location. As a condition of stop payment and reissuance, Wells Fargo Bank will require an indemnity agreement. In addition, for cashier's checks over \$1,000.00, the waiting period before the stop payment and reissuance of an outstanding cashier's check may be processed is 90 days (30 days in the state of Wisconsin and 91 days in the state of New York). The waiting period can be avoided with the purchase of an acceptable surety bond. This can be purchased through Wells Fargo's approved insurance carrier or through an insurance carrier of the customer's choice. The cost of a surety bond varies depending on the amount of the bond and the insurer used. Surety bonds are subject to the insurance carrier's underwriting requirements before issuance. If the surety bond is not provided, the waiting period applies.

Purchaser Copy - Page 2 of 2

0008511 11-24
Office AU # 1210(8)
Remitter: ARTURO PEREZ
Purchaser: ARTURO PEREZ
Purchaser Account: xxxxxx5593
Operator I.D.: u475139
Funding Source: Paper Item(s)
PAY TO THE ORDER OF ***CALHOUN COUNTY***

CASHIER'S CHECK

SERIAL #: 0851102101
ACCOUNT#: 4861-512861

March 12, 2024

****Thirty-Two Thousand Five Hundred Twenty and 00/100 -US Dollars ****

****\$32,520.00****

Payee Address:
Memo:

VOID IF OVER US \$ 32,520.00

WELLS FARGO BANK, N.A.
699 STATE HWY 35 S
PORT LAVACA, TX 77979
FOR INQUIRIES CALL (480) 394-3122

NON-NEGOTIABLE

Purchaser Copy - Page 1 of 2

FB004 (10/19) M4203 10152154

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0008511 11-24
Office AU # 1210(8)
Remitter: ARTURO PEREZ
Operator I.D.: u475139
PAY TO THE ORDER OF ***CALHOUN COUNTY***

CASHIER'S CHECK

0851102101

March 12, 2024

****Thirty-Two Thousand Five Hundred Twenty and 00/100 -US Dollars ****

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Payee Address:
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VOID IF OVER US \$ 32,520.00

WELLS FARGO BANK, N.A.
699 STATE HWY 35 S
PORT LAVACA, TX 77979
FOR INQUIRIES CALL (480) 394-3122

Scum
Authorized Signature

0851102101

21

21. Accept Monthly Reports from the following County Offices:

i. Calhoun County Tax Assessor – February 2024

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

**SUMMARY
TAX ASSESSOR-COLLECTOR'S MONTHLY REPORT
FEBRUARY 2024**

		COLLECTIONS	DISBURSEMENTS
Title Certificate Fees	330	\$ 4,420.00	
Title Fees Paid TXDMV			\$ 2,770.00
Title Fees Paid County Treasurer Salary Fund			\$ 1,650.00
Motor Vehicle Registration Collections		\$ 140,399.79	
Disabled Person Fees		\$ 35.00	
Postage		\$ -	
Global Additional Collections		\$ 27.75	
Paid TXDMV			\$ 54,384.88
Paid TXDMV SP			\$ 16,523.01
Paid County Treasurer			\$ 62,346.74
Paid County Treasurer Salary Fund			\$ 5,170.15
DMV CCARDTRNSFEE	\$ 2,010.01		\$ -
GL Additional Collections	\$ 27.75		\$ -
GLOBAL (IBC) Credit/Debit Card Fee's			\$ 1,528.62
GLOBAL Fees In Excess of Collections			\$ 509.14
MERCH SERVICES STATEMENT			\$ -
Additional Postage - Vehicle Registration		\$ -	
Paid County Treasurer - Additional Postage			\$ -
Motor Vehicle Sales & Use Tax Collections		\$ 395,772.84	
Paid State Treasurer			\$ 395,772.84
Special Road/Bridge Fees Collected		\$ 18,960.00	
Paid County Treasurer - R/B Fees			\$ 18,960.00
Texas Parks & Wildlife Collections		\$ 3,980.00	
TPW GLOBAL CC TRANSACTION FEES		\$ 137.54	
GLOBAL ADDITIONAL COLLECTIONS		\$ -	
Paid Texas Parks & Wildlife			\$ 3,582.00
Paid County Treasurer Salary Fund			\$ 398.00
P&W CCARDTRNSFEE	\$ 137.54		
GLOBAL Additional Collections	\$ -		
GLOBAL (IBC) Credit/Debit Card Fee's			\$ 120.19
GLOBAL In Excess/Shortage of Collections			\$ 17.35
Boat/Motor Sales & Use Tax Collections		\$ 39,885.01	
Paid State Treasurer			\$ 37,890.76
Paid County Treasurer, Salary Fund			\$ 1,994.25
TABC 5% CO COMMS FOR MONTH OF		\$ -	
TABC 5% CO COMMS FOR MONTH OF		\$ 55.00	
Paid County Treasurer, Salary Fund			\$ 55.00
County Beer & Wine Collections		\$ 2,980.00	
Paid County Treasurer, County Beer & Wine			\$ 2,831.00
Paid County Treasurer, Salary Fund			\$ 149.00
INTEREST EARNED ON OFFICE ACCOUNT		\$ 1,972.18	
Paid County Treasurer, Nav. East			\$ 1.43
Paid County Treasurer, all other districts			\$ 1,970.75
INTEREST EARNED ON PARKS AND WILDLIFE ACCOUNT		\$ 28.38	
Paid County Treasurer, Interest on P&W Acc			\$ 28.38
INTEREST EARNED ON REFUND ACCOUNT		\$ 0.33	
Paid County Treasurer, Interest on Refund Acc			\$ 0.33

Business Personal Property - Misc. Fees	\$	3,640.75	
Paid County Treasurer			\$ 3,640.75
Excess Funds	\$	-	
Paid County Treasurer			\$ -
Overpayments	\$	3,528.70	
Current Tax Collections	\$	1,433,322.37	
Penalty and Interest - Current Roll	\$	27,676.26	
Discount for early payment of taxes			\$ 2,112.74
Delinquent Tax Collections	\$	13,317.92	
Penalty & Interest - Delinquent Roll	\$	6,398.53	
Collections for Delinquent Tax Attorney	\$	4,579.96	
Advance - FM & L Taxes			\$ -
Advance - County AdValorem Taxes			\$ 1,450,005.83
Paid County Treasurer - Nav. East			\$ 1,169.45
Paid County Treasurer - all other Districts			\$ 30,955.76
Paid County Treasurer - Delinq Tax Atty. Fee			\$ 4,579.96
Payment in Lieu of Taxes	\$	-	
Paid County Treasurer - Navig. East			\$ -
Paid County Treasurer - All other Districts			\$ -
Special Farmers Fees Collected	\$	20.00	
Paid State Treasurer, Farmers Fees			\$ 20.00
Hot Check Collection Charges	\$	-	
Paid County Treasurers, Hot Check Charge			\$ -
Overage on Collection/Assessing Fees	\$	-	
Paid County Treasurer, overage refunded			\$ -
Escheats	\$	-	
Paid County Treasurer-escheats			\$ -
TOTAL COLLECTIONS	\$	2,101,138.31	

TOTAL DISBURSEMENTS \$ 2,101,138.31

TOTAL OF ABOVE RECEIPTS PAID TO STATE AND COUNTY \$ 2,101,138.31


KERRI BOYD

Tax Assessor-Collector


RICHARD H MEYER

County Judge

22

22. Consider and take necessary action on any necessary budget adjustments. (RHM)

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

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, March 27, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: BUILDING MAINTENANCE

DEPARTMENT NO: 170

AMENDMENT NO: 6639 REQUESTOR: COUNTY AUDITOR/OVERDRAWN REQUEST

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
65450	REPAIRS-AG BLDG, FAIRGROUNDS	999	NO GRANT	\$0	\$0	\$0	\$7,745	\$7,745
73193	IMPROVEMENTS-FAIRGROUNDS	999	NO GRANT	\$0	\$0	\$7,745	\$0	(\$7,745)
AMENDMENT NO 6639 TOTAL				\$0	\$0	\$7,745	\$7,745	\$0

BUILDING MAINTENANCE TOTAL

\$0 \$0 \$7,745 \$7,745 \$0

DEPARTMENT NAME: ELECTIONS

DEPARTMENT NO: 270

AMENDMENT NO: 6639 REQUESTOR: COUNTY AUDITOR/OVERDRAWN REQUEST

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51540	TEMPORARY	999	NO GRANT	\$0	\$0	\$0	\$1	\$1
51613	OVERTIME BASE PAY	999	NO GRANT	\$0	\$0	\$1	\$0	(\$1)
AMENDMENT NO 6639 TOTAL				\$0	\$0	\$1	\$1	\$0

ELECTIONS TOTAL

\$0 \$0 \$0 \$1 \$0

DEPARTMENT NAME: FIRE PROTECTION-POINT COMFORT

DEPARTMENT NO: 660

AMENDMENT NO: 6638 REQUESTOR: COMMISSIONER PRECINCT #3

AMENDMENT REASON: LINE ITEM TRANSFER

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, March 27, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: FIRE PROTECTION-POINT COMFORT DEPARTMENT NO: 660

AMENDMENT NO: 6638		REQUESTOR: COMMISSIONER PRECINCT #3									
AMENDMENT REASON:		LINE ITEM TRANSFER									
ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE		
53992	SUPPLIES-MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$3,000	\$0	\$0	(\$3,000)		
65740	SERVICES	999	NO GRANT	\$0	\$0	\$0	\$3,000	\$3,000	\$3,000		
AMENDMENT NO 6638 TOTAL				\$0	\$0	\$3,000	\$3,000	\$0	\$0		
FIRE PROTECTION-POINT COMFORT TOTAL										\$0	\$0

DEPARTMENT NAME: SHERIFF

DEPARTMENT NO: 760

AMENDMENT NO: 6639

REQUESTOR: COUNTY AUDITOR/OVERDRAWN REQUEST

AMENDMENT REASON: OVERDRAWN ACCOUNTS

<u>ACCT NO</u>	<u>ACCT NAME</u>	<u>GRANT NO</u>	<u>GRANT NAME</u>	<u>REVENUE</u>	<u>REVENUE</u>	<u>EXPENDITURE</u>	<u>EXPENDITURE</u>	<u>FUND BAL</u>
				<u>INCREASE</u>	<u>DECREASE</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>INCREASE</u>
50365	DEPUTY SHERIFF	999	NO GRANT	\$0	\$0	\$0	\$6,026	\$6,026
51740	VACATION PAY ON TERMINATION	999	NO GRANT	\$0	\$0	\$6,026	\$0	(\$6,026)
<u>AMENDMENT NO 6639 TOTAL</u>				<u>\$0</u>	<u>\$0</u>	<u>\$6,026</u>	<u>\$6,026</u>	<u>\$0</u>
<u>SHERIFF TOTAL</u>				<u>\$0</u>	<u>\$0</u>	<u>\$6,026</u>	<u>\$6,026</u>	<u>\$0</u>

DEPARTMENT NAME: WASTE MANAGEMENT

DEPARTMENT NO: 380

AMENDMENT NO: 6639

REQUESTOR: COUNTY AUDITOR/OVERDRAWN REQUEST

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE		

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, March 27, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND FUND NO: 1000

DEPARTMENT NAME: WASTE MANAGEMENT DEPARTMENT NO: 380

AMENDMENT NO: 6639 REQUESTOR: COUNTY AUDITOR/OVERDRAWN REQUEST

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53210	MACHINERY PARTS/SUPPLIES	999	NO GRANT	\$0	\$0	\$547	\$0	(\$547)
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	\$0	\$0	\$0	\$547	\$547
AMENDMENT NO 6639 TOTAL				\$0	\$0	\$547	\$547	\$0

WASTE MANAGEMENT TOTAL	\$0	\$0	\$547	\$547	\$0
GENERAL FUND TOTAL	\$0	\$0	\$17,319	\$17,319	\$0

Grand Total	\$0	\$0	\$17,319	\$17,319	\$0

23

23. Approval of bills and payroll. (RHM)

MMC Bills

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

Indigent Healthcare

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

County Bills

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

Adjourned 10:50am

Mae Belle Cassel

From: Cristina.Tuazon@calhouncotx.org (Cristina Tuazon) <Cristina.Tuazon@calhouncotx.org>
Sent: Wednesday, March 20, 2024 4:44 PM
To: david. hall; vern.lyssy@calhouncotx.org; joel.behrens@calhouncotx.org;
gary.reese@calhouncotx.org; richard.meyer@calhouncotx.org;
maebelle.cassel@calhouncotx.org; anna.goodman@calhouncotx.org;
kaddie.smith@calhouncotx.org
Subject: MMC Indigent Report Before Commissioner's Court March 27, 2024
Attachments: MMC CC 03272024.pdf

Please read the first page at the Commissioner's Court Meeting on March 27, 2024.

Thank you and have a blessed day.

Cristina Tuazon

Compliance Auditor
Calhoun County
361 553 4615

Calhoun County Texas

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---March 27, 2024

by:CT

INDIGENT HEALTHCARE FUND:

INDIGENT EXPENSES

MMCenter (In-patient \$0/ Out-patient \$30.25 / ER \$0)	30.25
SUBTOTAL	30.25
Memorial Medical Center (Indigent Healthcare Payroll and Expenses)	4,166.67
Subtotal	4,196.92
Co-pays adjustments for February2024	0.00
Reimbursement from Medicaid	0.00

TOTAL APPROVED INDIGENT HEALTHCARE FUND EXPENSES	4,196.92 ✓

800 00000003/27/2024 01 CALHOUN COUNTY, TEXAS

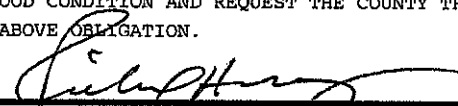
DATE:

3/27/2024

VENDOR # 852

CC Indigent Health Care

ACCOUNT NUMBER	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
1000-800-98722-999	Transfer to pay bills for Indigent Health Care approved by Commissioners Court on 03/27/2024			\$4,196.92
1000-001-46010	February 29, 2024 Interest			(\$10.89)
				\$4,186.03

COUNTY AUDITOR APPROVAL ONLY	THE ITEMS OR SERVICES SHOWN ABOVE ARE NEEDED IN THE DISCHARGE OF MY OFFICIAL DUTIES AND I CERTIFY THAT FUNDS ARE AVAILABLE TO PAY THIS OBLIGATION. I CERTIFY THAT THE ABOVE ITEMS OR SERVICES WERE RECEIVED BY ME IN GOOD CONDITION AND REQUEST THE COUNTY TREASURER TO PAY THE ABOVE OBLIGATION.
APPROVED ON MAR 20 2024 BY COUNTY AUDITOR CALHOUN COUNTY TEXAS	BY:  3/27/2024 DEPARTMENT HEAD DATE

•IHS
Issued 03/18/24

Source Totals Report
Calhoun Indigent Health Care
Batch Dates 03/01/2024 through 03/01/2024
For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
14	Mmc - Hospital Outpatient	54.00	30.25
	Expenditures	54.00	30.25
	Reimb/Adjustments		
	Grand Total	54.00	30.25

Expenses	4,166.67
Co-Pays	< 0.00>
	4,196.67

APPROVED ON
MAR 20 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

B
3/19/24

RECEIVED
3/20/2024
G

•IHS
Issued 03/18/24

Source Totals Report
Calhoun Indigent Health Care
Batch Dates 02/01/2024 through 03/01/2024
For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
14	Mmc - Hospital Outpatient	54.00	30.25
	Expenditures	54.00	30.25
	Reimb/Adjustments		
	Grand Total	54.00	30.25

Expenses	4,166.67
Co-Pays	< 0.00>
	<u>4,196.92</u>


3/19/24

RECEIVED
3/26/2024

Calhoun County Indigent Care Patient Caseload 2024

	Approved	Denied	Removed	Active	Pending
January	0	3	2	1	7
February	0	3	0	1	5
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
YTD	0	6	2	2	12

Monthly Avg - 1 0 0 1

December 2023 Active 4

Number of Charity patients 258

Number of Charity patients below 50% FPL 136

Number of Charity patients who meet State Indigent Guidelines 129

Calhoun County Pharmacy Assistance Patient Caseload 2024

	Approved	Refills	Removed	Active	Value
January	6	18	0	7	\$9,662.15
February	0	0	0	0	\$0.00
March	0	0	0	0	\$0.00
April	0	0	0	0	\$0.00
May	0	0	0	0	\$0.00
June	0	0	0	0	\$0.00
July	0	0	0	0	\$0.00
August	0	0	0	0	\$0.00
September	0	0	0	0	\$0.00
October	0	0	0	0	\$0.00
November	0	0	0	0	\$0.00
December	0	0	0	0	\$0.00
YTD PATIENT SAVINGS					\$9,662.15

Monthly Avg 1 2 - 1 \$805.18

December 2023 Active 36



PROSPERITY BANK®

THE COUNTY OF CALHOUN TEXAS
CAL CO INDIGENT HEALTHCARE
202 S ANN ST STE A
PORT LAVACA TX 77979

Statement Date 2/29/2024
Account No ****4551
Page 1 of 2

13088

STATEMENT SUMMARY

Public Fund Contractual Ckg w Int Account No ****4551

02/01/2024	Beginning Balance			\$9,731.16
	3 Deposits/Other Credits	+		\$4,908.29
	5 Checks/Other Debits	-		\$9,053.54
02/29/2024	Ending Balance	29	Days in Statement Period	\$5,585.91
	Total Enclosures			7

DEPOSITS/OTHER CREDITS

Date	Description	Amount
02/01/2024	Deposit	\$10.00
02/05/2024	Deposit	\$4,887.40
02/29/2024	Accr Earning Pymt Added to Account	\$10.89

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CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
12625	02-05	\$4,166.67	12627	02-23	\$658.90	12629	02-23	\$26.93
12626	02-05	\$34.37	12628	02-23	\$4,166.67			

DAILY ENDING BALANCE

Date	Balance	Date	Balance
02-01	\$9,741.16	02-23	\$5,575.02
02-05	\$10,427.52	02-29	\$5,585.91

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

Interest Paid This Period	\$10.89	Annual Percentage Yield Earned	1.51 %
Interest Paid YTD	\$23.25	Days in Earnings Period	29
		Earnings Balance	\$9,161.56

MEMBER FDIC



NYSE Symbol "PB"

0000

101041 : 01308801

March 27, 2024

APPROVAL LIST - 2024 BUDGET

COMMISSIONERS COURT MEETING OF

03/27/24

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 17

\$132,334.22

FICA SUPPLEMENTAL PAYROLL 3/19/2024
MEDICARE SUPPLEMENTAL PAYROLL 3/19/2024
FWH SUPPLEMENTAL PAYROLL 3/19/2024
VICTORIA PRECISION PRODUCTS MAINTENANCE CONTRACT- AEROBIC TX SYSTEM
AT&T RB1 MARCH 2024 PHONE BILL

P/R \$ 995.06
P/R \$ 232.72
P/R \$ 1,242.54
A/P \$ 500.00
A/P \$ 8.26

TOTAL VENDOR DISBURSEMENTS:

\$ 135,312.80 ✓

PAYROLL ON MARCH 28, 2024

P/R

\$ 406,853.46 ✓

CALHOUN COUNTY INDIGENT HEALTH CARE

TOTAL PAYROLL AMOUNT:

\$ 406,853.46 ✓

TOTAL INVESTMENT ACTIVITY AND TRANSFERS BETWEEN FUNDS:

\$ 4,186.03 ✓

TOTAL AMOUNT FOR APPROVAL:

\$ 546,352.29 ✓

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---March 27, 2024

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$	874,611.54	✓
TOTAL TRANSFERS BETWEEN FUNDS	\$	545,958.14	✓
TOTAL NURSING HOME UPL EXPENSES	\$	1,547,054.07	✓
TOTAL INTER-GOVERNMENT TRANSFERS	\$	-	✓
GRAND TOTAL DISBURSEMENTS APPROVED March 27, 2024		\$ 2,967,623.75	✓

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---March 27, 2024

PAYABLES AND PAYROLL

3/21/2024 Weekly Payables	330,565.69
3/25/2024 McKesson-340B Prescription Expense	2,178.29
3/25/2024 Amerisource Bergen-340B Prescription Expense	406.46
3/25/2024 Payroll Liabilities -Payroll Taxes	128,734.52
3/25/2024 Payroll	412,330.02

Prosperity Electronic Bank Payments

3/1/-3/22/24 Pay Plus-Patient Claims Processing Fee	396.56

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 874,611.54

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

3/21/2024 MMC Operating to Solera-correction of nursing home insurance and QIPP payment deposited into MMC Operating	59,691.52
3/21/2024 MMC Operating to Fort bend-correction of nursing home QIPP payment deposited into MMC Operating	6,634.54
3/21/2024 MMC Operating to Broadmoor-correction of nursing home QIPP payment deposited into MMC Operating	70,053.25
3/21/2024 MMC Operating to The Crescent-correction of nursing home insurance and QIPP payment deposited into MMC Operating	48,566.67
3/21/2024 MMC Operating to Golden Creek Healthcare-correction of nursing home insurance and QIPP payment deposited into MMC Operating	169,836.02
3/21/2024 MMC Operating to Gulf Pointe Plaza - correction of nursing home QIPP payment deposited into MMC Operating	19,219.26
3/21/2024 MMC Operating to Bethany-correction of nursing home insurance and QIPP payment deposited into MMC Operating	171,956.88

TOTAL TRANSFERS BETWEEN FUNDS	\$ 545,958.14

NURSING HOME UPL EXPENSES

3/25/2024 Nursing Home UPL-Cantex Transfer	1,009,047.29
3/25/2024 Nursing Home UPL-Nexion Transfer	158,066.09
3/25/2024 Nursing Home UPL-HMG Transfer	58,513.18
3/25/2024 Nursing Home UPL-Tuscany Transfer	92,806.50
3/25/2024 Nursing Home UPL-HSL Transfer	221,741.01

TRANSFER OF FUNDS BETWEEN NURSING HOMES

3/25/2024 Gulf Pointe to Broadmoor - Broadmoor insurance payments deposited into Gulf Pointe in error	6,880.00

TOTAL NURSING HOME UPL EXPENSES	\$ 1,547,054.07

TOTAL INTER-GOVERNMENT TRANSFERS

\$ -

GRAND TOTAL DISBURSEMENTS APPROVED March 27, 2024	\$ 2,967,623.75

		FEE											
	137572		03/21/202	02/08/202	03/04/202		60.50	0.00	0.00	60.50			
		WATER											
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net			
		A2218 AQUA BEVERAGE COMPANY					287.50	0.00	0.00	287.50			
Vendor#	Vendor Name					Class	Pay Code						
B1150	BAXTER HEALTHCARE					W							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	82093415		03/01/202	03/12/202	04/06/202			143.11	0.00	0.00	143.11		
		SUPPLIES											
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net			
		B1150 BAXTER HEALTHCARE					143.11	0.00	0.00	143.11			
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		
	111187907		03/12/202	03/04/202	03/29/202			10,360.28	0.00	0.00	10,360.28		
		SUPPLIES											
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net			
		B1220 BECKMAN COULTER INC					10,360.28	0.00	0.00	10,360.28			
Vendor#	Vendor Name					Class	Pay Code						
10024	BECTON, DICKINSON & CO (BD)												
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	9112321547		03/01/202	02/07/202	03/08/202			273.25	0.00	0.00	273.25		
		SUPPLIES											
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net			
		10024 BECTON, DICKINSON & CO (BD)					273.25	0.00	0.00	273.25			
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		
	1213215991		03/12/202	03/06/202	04/06/202			14,687.57	0.00	0.00	14,687.57		
		SUPPLIES											
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net			
		14753 BIOMERIEUX, INC					14,687.57	0.00	0.00	14,687.57			
Vendor#	Vendor Name					Class	Pay Code						
B1650	BOSART LOCK & KEY INC					M							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	127767		03/20/202	03/05/202	04/04/202			56.80	0.00	0.00	56.80		
		KEYS											
	127786		03/20/202	03/07/202	04/06/202			27.90	0.00	0.00	27.90		
		KEYS											
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net			
		B1650 BOSART LOCK & KEY INC					84.70	0.00	0.00	84.70			
Vendor#	Vendor Name					Class	Pay Code						
B1655	BOSTON SCIENTIFIC CORPORATION					M							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net		
	997320303		03/01/202	02/20/202	03/20/202			332.00	0.00	0.00	332.00		
		SUPPLIES											
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net			
		B1655 BOSTON SCIENTIFIC CORPORATION					332.00	0.00	0.00	332.00			
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		
	PW56574		03/01/202	02/29/202	03/30/202			7,795.20	0.00	0.00	7,795.20		
		SUPPLIES											
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net			
		C1992 CDW GOVERNMENT, INC.					7,795.20	0.00	0.00	7,795.20			

Vendor#	Vendor Name	Class	Pay Code							
13264	CERVEY, LLC ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
27277 ✓		03/19/202	03/05/202	03/30/202			1,699.00	0.00	0.00	1,699.00 ✓
	MONTHLY FEE									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	13264 CERVEY, LLC						1,699.00	0.00	0.00	1,699.00
Vendor#	Vendor Name	Class	Pay Code							
11720	CLINICAL COMPUTER SYSTEMS INC ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
OBMN00001727 ✓		03/21/202	02/01/202	04/01/202			23,100.00	0.00	0.00	23,100.00 ✓
	ANNUAL MAINTENANCE (4/1/24 - 3/31/25)									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	11720 CLINICAL COMPUTER SYSTEMS INC						23,100.00	0.00	0.00	23,100.00
Vendor#	Vendor Name	Class	Pay Code							
10212	CLINICAL PATHOLOGY LABS ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
202402-0 ✓		03/20/202	02/29/202	03/29/202			15,761.81	0.00	0.00	15,761.81 ✓
	LAB SERV									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	10212 CLINICAL PATHOLOGY LABS						15,761.81	0.00	0.00	15,761.81
Vendor#	Vendor Name	Class	Pay Code							
14080	CORROHEALTH, INC. ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
912886 ✓		03/21/202	02/29/202	03/30/202			2,121.05	0.00	0.00	2,121.05 ✓
	CODING									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	14080 CORROHEALTH, INC.						2,121.05	0.00	0.00	2,121.05
Vendor#	Vendor Name	Class	Pay Code							
14400	CULINARY CONCESSIONS LLC ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INV00001221 ✓		02/29/202	03/15/202	04/15/202			30,377.42	0.00	0.00	30,377.42 ✓
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	14400 CULINARY CONCESSIONS LLC						30,377.42	0.00	0.00	30,377.42
Vendor#	Vendor Name	Class	Pay Code							
10060	DETAR HOSPITAL ✓	ICP								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
DTR2402018 ✓		03/20/202	03/01/202	04/01/202			614.07	0.00	0.00	614.07 ✓
	LAB SERV									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	10060 DETAR HOSPITAL						614.07	0.00	0.00	614.07
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
748598-0 ✓		03/20/202	03/06/202	03/31/202			174.28	0.00	0.00	174.28 ✓
	SUPPLIES									
748921-0 ✓		03/20/202	03/08/202	04/02/202			31.97	0.00	0.00	31.97 ✓
	SUPPLIES									
748890-0 ✓		03/20/202	03/08/202	04/02/202			126.87	0.00	0.00	126.87 ✓
	SUPPLIES									
Vendor Totals:	Number Name						Gross	Discount	No-Pay	Net
	10368 DEWITT POTH & SON						333.12	0.00	0.00	333.12
Vendor#	Vendor Name	Class	Pay Code							
14136	EPI-EDWARD PLUMBING ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net

67172 ✓		03/20/202 01/04/202 02/04/202	285.00	0.00	0.00	285.00 ✓
BAC-FLO TEST						
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net
14136	EPI-EDWARD PLUMBING		285.00	0.00	0.00	285.00
Vendor#	Vendor Name	Class	Pay Code			
11944	EQUIFAX WORKFORCE SOLUTIONS ✓					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross
2059504564 ✓		03/20/202	03/08/202	04/07/202		10.99
CREDIT REPORTING						
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net
11944	EQUIFAX WORKFORCE SOLUTIONS		10.99	0.00	0.00	10.99
Vendor#	Vendor Name	Class	Pay Code			
15320						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross
263772 ✓		03/21/202	02/27/202	03/27/202		52.85
PT REFUND						
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net
15320			52.85	0.00	0.00	52.85
Vendor#	Vendor Name	Class	Pay Code			
13804	EVERGREEN MEDICAL SERVICES ✓					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross
EMSIN0000624 ✓		03/01/202	02/29/202	03/29/202		1,850.00
SUPPLIES						
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net
13804	EVERGREEN MEDICAL SERVICES		1,850.00	0.00	0.00	1,850.00
Vendor#	Vendor Name	Class	Pay Code			
C2510	EVIDENT ✓	M				
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross
T2403081378 ✓		03/21/202	03/08/202	04/02/202		9,990.87
Consulting Business Services						
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net
C2510	EVIDENT		9,990.87	0.00	0.00	9,990.87
Vendor#	Vendor Name	Class	Pay Code			
10689	FASTHEALTH CORPORATION ✓					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross
01B24MMC ✓		03/20/202	01/16/202	04/15/202		1,095.00
ANNUAL ENCRYPTION FEE						
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net
10689	FASTHEALTH CORPORATION		1,095.00	0.00	0.00	1,095.00
Vendor#	Vendor Name	Class	Pay Code			
F1300	FIRESTONE OF PORT LAVACA ✓	W				
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross
0085010 ✓		03/20/202	02/29/202	03/20/202		399.00
SECURITY LIGHT						
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net
F1300	FIRESTONE OF PORT LAVACA		399.00	0.00	0.00	399.00
Vendor#	Vendor Name	Class	Pay Code			
F1403	FISHER & PAYKEL HEALTHCARE ✓	M				
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross
92527155 ✓		03/12/202	03/06/202	04/06/202		640.00
SUPPLIES						
Vendor Totals: Number Name			Gross	Discount	No-Pay	Net
F1403	FISHER & PAYKEL HEALTHCARE		640.00	0.00	0.00	640.00
Vendor#	Vendor Name	Class	Pay Code			
F1400	FISHER HEALTHCARE ✓	M				
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross

0087009 ✓		03/01/202 02/21/202 03/17/202	340.73	0.00	0.00	340.73 ✓
0440495 ✓	SUPPLIES	03/21/202 03/05/202 03/30/202	758.32	0.00	0.00	758.32 ✓
0440496 ✓	SUPPLIES	03/21/202 03/05/202 03/30/202	586.45	0.00	0.00	586.45 ✓
0482394 ✓	SUPPLIES	03/21/202 03/06/202 03/31/202	19.81	0.00	0.00	19.81 ✓
0482396 ✓	SUPPLIES	03/21/202 03/06/202 03/31/202	2,751.83	0.00	0.00	2,751.83 ✓
0482395 ✓	SUPPLIES	03/21/202 03/06/202 03/31/202	1,062.00	0.00	0.00	1,062.00 ✓
0523297 ✓	SUPPLIES	03/21/202 03/07/202 04/01/202	956.47	0.00	0.00	956.47 ✓
06535403 ✓	SUPPLIES	03/21/202 03/12/202 04/06/202	52.60	0.00	0.00	52.60 ✓
Vendor Totals: Number Name Gross Discount No-Pay Net						
	F1400 FISHER HEALTHCARE		6,528.21	0.00	0.00	6,528.21
Vendor#	Vendor Name	Class	Pay Code			
10599	FORVIS ✓					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
2007972		02/29/202	02/28/202	04/06/202		
	AUDINT FINANCIAL STATEMENT					
Vendor Totals: Number Name Gross Discount No-Pay Net						
	10599 FORVIS		57,750.00	0.00	0.00	57,750.00 ✓
Vendor#	Vendor Name	Class	Pay Code			
12404	GE PRECISION HEALTHCARE, LLC ✓					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
6002615643 ✓		03/20/202	03/01/202	03/31/202		
	MEDRAD					
Vendor Totals: Number Name Gross Discount No-Pay Net						
	12404 GE PRECISION HEALTHCARE, LLC		204.83	0.00	0.00	204.83 ✓
Vendor#	Vendor Name	Class	Pay Code			
G1001	GETINGE USA ✓					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
6992509460 ✓		03/20/202	03/04/202	03/20/202		
	SUPPLIES					
Vendor Totals: Number Name Gross Discount No-Pay Net						
	G1001 GETINGE USA		445.00	0.00	0.00	445.00 ✓
Vendor#	Vendor Name	Class	Pay Code			
G1210	GULF COAST PAPER COMPANY ✓	M				
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
2512242 ✓		03/20/202	03/12/202	04/11/202		
	SUPPLIES					
Vendor Totals: Number Name Gross Discount No-Pay Net						
	G1210 GULF COAST PAPER COMPANY		1,196.51	0.00	0.00	1,196.51 ✓
Vendor#	Vendor Name	Class	Pay Code			
H0416	HOLOGIC INC ✓					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
10861987 ✓		03/20/202	03/05/202	03/20/202		
	SUPPLIES					
Vendor Totals: Number Name Gross Discount No-Pay Net						
	H0416 HOLOGIC INC		3,414.00	0.00	0.00	3,414.00 ✓
Vendor#	Vendor Name	Class	Pay Code			
10922	HUNTER PHARMACY SERVICES ✓					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay

5891 ✓	03/19/202	02/29/202	03/20/202	14,683.43	0.00	0.00	14,683.43 ✓
PHARM SALARY							
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net
10922	HUNTER PHARMACY SERVICES			14,683.43	0.00	0.00	14,683.43
Vendor#	Vendor Name			Class	Pay Code		
I1260	INTOXIMETERS INC ✓			M			
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
755478 ✓		03/20/202	03/06/202	03/31/202			360.00
SUPPLIES							
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net
I1260	INTOXIMETERS INC			360.00	0.00	0.00	360.00
Vendor#	Vendor Name			Class	Pay Code		
L0700	LABCORP OF AMERICA HOLDINGS ✓			M			
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
79281684		03/20/202	02/24/202	03/20/202			26.29
LAB SERV							
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net
L0700	LABCORP OF AMERICA HOLDINGS			26.29	0.00	0.00	26.29
Vendor#	Vendor Name			Class	Pay Code		
11600	LEGAL SHIELD ✓						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
031524		03/20/202	03/15/202	04/15/202			1,173.00
PAYROLL DEDUCT							
021524		03/20/202	02/15/202	03/15/202			303.20
PAYROLL DEDUCT							
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net
11600	LEGAL SHIELD			1,476.20	0.00	0.00	1,476.20
Vendor#	Vendor Name			Class	Pay Code		
15200	MANAGED CARE PARTNERS INC. ✓						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
6365 ✓		03/21/202	04/01/202	04/01/202			500.00
PROFESSIONAL FEES							
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net
15200	MANAGED CARE PARTNERS INC.			500.00	0.00	0.00	500.00
Vendor#	Vendor Name			Class	Pay Code		
M2178	MCKESSON MEDICAL SURGICAL INC ✓						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
21833521 ✓		03/20/202	03/13/202	03/28/202			41.55
SUPPLIES							
21852069 ✓		03/20/202	03/18/202	04/02/202			115.31
SUPPLIES							
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net
M2178	MCKESSON MEDICAL SURGICAL INC			156.86	0.00	0.00	156.86
Vendor#	Vendor Name			Class	Pay Code		
11612	MEDICAL AIR SERVICES ASSOC. ✓						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
1781535 ✓		03/20/202	03/01/202	04/01/202			1,864.00
PAYROLL DEDUCT							
Vendor Totals: Number Name				Gross	Discount	No-Pay	Net
11612	MEDICAL AIR SERVICES ASSOC.			1,864.00	0.00	0.00	1,864.00
Vendor#	Vendor Name			Class	Pay Code		
M2470	MEDLINE INDUSTRIES INC ✓			M			
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross
2306473660 ✓		03/01/202	02/07/202	03/03/202			3,863.01
SUPPLIES							
2310109259 ✓		03/13/202	03/06/202	03/31/202			2,418.71

2307307972	SUPPLIES	03/20/202 02/13/202 03/09/202	832.79	0.00	0.00	832.79
2310288948	SUPPLIES	03/21/202 03/07/202 04/01/202	-29.75	0.00	0.00	-29.75
2310288947	CREDIT	03/21/202 03/07/202 04/01/202	-547.04	0.00	0.00	-547.04
2310288946	SUPPLIES	03/21/202 03/07/202 04/01/202	-48.49	0.00	0.00	-48.49
2310288949	SUPPLIES	03/21/202 03/07/202 04/01/202	-27.91	0.00	0.00	-27.91
2310915186	CREDIT	03/21/202 03/13/202 04/07/202	3,903.74	0.00	0.00	3,903.74
2311063054	SUPPLIES	03/21/202 03/13/202 04/07/202	305.78	0.00	0.00	305.78
2310915181	SUPPLIES	03/21/202 03/13/202 04/07/202	104.26	0.00	0.00	104.26
2310915177	SUPPLIES	03/21/202 03/13/202 04/07/202	51.92	0.00	0.00	51.92
2310915188	SUPPLIES	03/21/202 03/13/202 04/07/202	47.22	0.00	0.00	47.22
2310915180	SUPPLIES	03/21/202 03/13/202 04/07/202	66.50	0.00	0.00	66.50
2310915178	SUPPLIES	03/21/202 03/13/202 04/07/202	355.36	0.00	0.00	355.36
2310915185	SUPPLIES	03/21/202 03/13/202 04/07/202	19,779.81	0.00	0.00	19,779.81
2310915182	SUPPLIES	03/21/202 03/13/202 04/07/202	98.28	0.00	0.00	98.28
2311076281	SUPPLIES	03/21/202 03/14/202 04/08/202	110.91	0.00	0.00	110.91
Vendor Totals: Number Name Gross Discount No-Pay Net						
M2470	MEDLINE INDUSTRIES INC		31,285.10	0.00	0.00	31,285.10

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
1740850		03/19/202	03/11/202	03/21/202			4,994.96	0.00	0.00	4,994.96
1745058	INVENTORY	03/19/202	03/12/202	03/22/202			11,573.49	0.00	0.00	11,573.49
1745057	INVENTORY	03/19/202	03/12/202	03/22/202			1,119.94	0.00	0.00	1,119.94
1746594	INVENTORY	03/19/202	03/12/202	03/22/202			501.11	0.00	0.00	501.11
1746449	INVENTORY	03/19/202	03/12/202	03/22/202			5,549.72	0.00	0.00	5,549.72
1746593	INVENTORY	03/19/202	03/12/202	03/22/202			12.21	0.00	0.00	12.21
1752066	INVENTORY	03/19/202	03/13/202	03/23/202			216.71	0.00	0.00	216.71
1753790	INVENTORY	03/19/202	03/13/202	03/23/202			743.32	0.00	0.00	743.32
1752065	INVENTORY	03/19/202	03/13/202	03/23/202			40.88	0.00	0.00	40.88
1752400	INVENTORY	03/19/202	03/13/202	03/23/202			315.56	0.00	0.00	315.56

1752064 ✓		03/19/202 03/13/202 03/23/202	68.15	0.00	0.00	68.15 ✓
1750244 ✓	INVENTORY	03/19/202 03/13/202 03/23/202	617.91	0.00	0.00	617.91 ✓
1753789 ✓	INVENTORY	03/19/202 03/13/202 03/23/202	508.75	0.00	0.00	508.75 ✓
1752399 ✓	INVENTORY	03/19/202 03/13/202 03/23/202	248.97	0.00	0.00	248.97 ✓
1757557 ✓	INVENTORY	03/19/202 03/14/202 03/24/202	354.38	0.00	0.00	354.38 ✓
8893 ✓	CREDIT	03/19/202 03/14/202 03/24/202	-2.56	0.00	0.00	-2.56 ✓
1755580 ✓	INVENTORY	03/19/202 03/14/202 03/24/202	87.99	0.00	0.00	87.99 ✓
1757556 ✓	INVENTORY	03/19/202 03/14/202 03/24/202	25.50	0.00	0.00	25.50 ✓
1755581 ✓	INVENTORY	03/19/202 03/14/202 03/24/202	1,447.50	0.00	0.00	1,447.50 ✓
1764300 ✓	INVENTORY	03/19/202 03/17/202 03/27/202	76.50	0.00	0.00	76.50 ✓
1764301 ✓	INVENTORY	03/19/202 03/17/202 03/27/202	115.04	0.00	0.00	115.04 ✓
1764299 ✓	INVENTORY	03/19/202 03/17/202 03/27/202	7.72	0.00	0.00	7.72 ✓
1769935 ✓	INVENTORY	03/19/202 03/18/202 03/28/202	153.32	0.00	0.00	153.32 ✓
1769934 ✓	INVENTORY	03/19/202 03/18/202 03/28/202	74.20	0.00	0.00	74.20 ✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10536	MORRIS & DICKSON CO, LLC	28,851.27	0.00	0.00	28,851.27

Vendor#	Vendor Name	Class	Pay Code

12388	NATIONAL FARM LIFE INSURANCE ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
4171242 ✓		03/21/202	03/15/202	04/01/202			2,672.04	0.00	0.00	2,672.04 ✓
	INSURANCE									

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12388	NATIONAL FARM LIFE INSURANCE	2,672.04	0.00	0.00	2,672.04

Vendor#	Vendor Name	Class	Pay Code

N1100	NATIONAL RECALL ALERT CENTER ✓	W								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
510279 ✓		03/21/202	01/02/202	02/02/202			795.00	0.00	0.00	795.00 ✓
	MEMBERSHIP									

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	N1100	NATIONAL RECALL ALERT CENTER	795.00	0.00	0.00	795.00

Vendor#	Vendor Name	Class	Pay Code

12096	NEOGENOMICS LABORATORIES ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
7205050-1 ✓		03/19/202	01/31/202	04/06/202			570.00	0.00	0.00	570.00 ✓
	LAB SERV									
7302718 ✓		03/19/202	02/29/202	04/06/202			348.00	0.00	0.00	348.00 ✓
	LAB SERV									
7114372m 034924- ✓		03/19/202	03/19/202	04/06/202			-142.00	0.00	0.00	-142.00 ✓
	CREDIT									

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12096	NEOGENOMICS LABORATORIES	776.00	0.00	0.00	776.00

Vendor#	Vendor Name	Class	Pay Code

O1500	OLYMPUS AMERICA INC ✓	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
35902647 ✓		03/20/202	03/12/202	04/06/202			346.88	0.00	0.00	346.88 ✓
	SUPPLIES									
035781248 ✓		03/21/202	02/20/202	03/16/202			204.60	0.00	0.00	204.60 ✓
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
O1500	OLYMPUS AMERICA INC						551.48	0.00	0.00	551.48
Vendor#	Vendor Name				Class	Pay Code				
11155	PARAREV ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
913188 ✓		03/21/202	03/01/202	03/31/202			3,084.00	0.00	0.00	3,084.00 ✓
	REVENUE INTEGRITY									
913189 ✓		03/21/202	03/01/202	03/31/202			950.00	0.00	0.00	950.00 ✓
	PRICE TRANSPARENCY									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11155	PARAREV						4,034.00	0.00	0.00	4,034.00
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
04884678 ✓		03/19/202	07/31/202	08/30/202			130.06	0.00	0.00	130.06 ✓
	SUPPLIES									
04910331 ✓		03/19/202	08/18/202	09/17/202			108.19	0.00	0.00	108.19 ✓
	SUPPLIES									
04912460 ✓		03/19/202	08/21/202	09/20/202			64.63	0.00	0.00	64.63 ✓
	SUPPLIES									
05165230 ✓		03/19/202	03/05/202	04/04/202			89.20	0.00	0.00	89.20 ✓
	SUPPLIES									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
10152	PARTSSOURCE, LLC						392.08	0.00	0.00	392.08
Vendor#	Vendor Name				Class	Pay Code				
15352	✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
257843 ✓		03/21/202	02/27/202	03/27/202			3.18	0.00	0.00	3.18 ✓
	PT RFND									
249126 ✓		03/21/202	02/27/202	03/27/202			55.90	0.00	0.00	55.90 ✓
	PT REFUND									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
15352							59.08	0.00	0.00	59.08
Vendor#	Vendor Name				Class	Pay Code				
P1800	PITNEY BOWES INC ✓				W					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
1024952645 ✓		03/21/202	03/10/202	04/09/202			223.92	0.00	0.00	223.92 ✓
	POSTAGE									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
P1800	PITNEY BOWES INC						223.92	0.00	0.00	223.92
Vendor#	Vendor Name				Class	Pay Code				
14764	PL-CPR, LLC ✓									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
277 ✓		03/21/202	11/17/202	12/17/202			700.00	0.00	0.00	700.00 ✓
	PALS									
296 ✓		03/21/202	03/11/202	04/01/202			1,200.00	0.00	0.00	1,200.00 ✓
	PALS									
297 ✓		03/21/202	03/18/202	04/01/202			500.00	0.00	0.00	500.00 ✓
	BLS									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net

	14764	PL-CPR, LLC					2,400.00	0.00	0.00	2,400.00
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
	30631 ✓		03/21/202	03/18/202	04/01/202		196.00	0.00	0.00	196.00 ✓
	LEGAL FEES									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	11024	REED, CLAYMON, MEEKER & HARGET					196.00	0.00	0.00	196.00
Vendor#	Vendor Name		Class	Pay Code						
15264	REPUBLIC PAIN SPECIALISTS ✓									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	25 ✓		03/21/202	02/29/202	03/29/202		5,000.00	0.00	0.00	5,000.00 ✓
	PROCEDURAL FEES									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	15264	REPUBLIC PAIN SPECIALISTS					5,000.00	0.00	0.00	5,000.00
Vendor#	Vendor Name		Class	Pay Code						
14716	SINGLETON ASSOCIATES PA ✓									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	51-43 ✓		03/20/202	03/12/202	04/01/202		185.47	0.00	0.00	185.47 ✓
	53-12 ✓	RADIOLOGY SERV - <i>Furness</i>	03/20/202	03/12/202	04/01/202		9.00	0.00	0.00	9.00 ✓
	105-43 ✓	RADIOLOGY SERV - <i>DW</i>	03/21/202	03/12/202	04/01/202		1,084.80	0.00	0.00	1,084.80 ✓
	RADIOLOGY SERV									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	14716	SINGLETON ASSOCIATES PA					1,279.27	0.00	0.00	1,279.27
Vendor#	Vendor Name		Class	Pay Code						
S2830	STRYKER SALES CORP ✓		M							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	9205727074 ✓		03/12/202	03/05/202	04/05/202		907.10	0.00	0.00	907.10 ✓
	SUPPLIES									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	S2830	STRYKER SALES CORP					907.10	0.00	0.00	907.10
Vendor#	Vendor Name		Class	Pay Code						
T2539	T-SYSTEM, INC ✓		W							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	912975 ✓		03/20/202	03/07/202	04/06/202		13,158.00	0.00	0.00	13,158.00 ✓
	CALS BUNDLE /CLOUD									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	T2539	T-SYSTEM, INC					13,158.00	0.00	0.00	13,158.00
Vendor#	Vendor Name		Class	Pay Code						
12704	TEXAS BURNER & BOILER SERVICES ✓									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	24-3550 ✓		03/01/202	02/29/202	03/29/202		6,090.00	0.00	0.00	6,090.00 ✓
	DAMAGED PUMP - <i>Remove and replace</i>									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
	12704	TEXAS BURNER & BOILER SERVICES					6,090.00	0.00	0.00	6,090.00
Vendor#	Vendor Name		Class	Pay Code						
14604	THE RAWLINGS COMPANY LLC ✓									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	242602 ✓		03/21/202	02/29/202	03/21/199		104.13	0.00	0.00	104.13 ✓
	241687 ✓	PT REFUND	03/21/202	02/29/202	03/29/202		121.48	0.00	0.00	121.48 ✓
	244887 ✓	PT REFUND	03/21/202	02/29/202	03/29/202		70.02	0.00	0.00	70.02 ✓
	PT REFUND									

Vendor Totals: Number Name		Gross		Discount		No-Pay		Net	
14604 THE RAWLINGS COMPANY LLC		295.63		0.00		0.00		295.63	
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
INV115372 ✓		03/20/202	03/12/202	04/11/202		221.08	0.00	0.00	221.08 ✓
SUPPLIES									
Vendor Totals: Number Name		Gross		Discount		No-Pay		Net	
11908 TMS SOUTH		221.08		0.00		0.00		221.08	
Vendor#	Vendor Name	Class		Pay Code					
13616	TRIOSE, INC ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
TRI178712 ✓		03/21/202	03/06/202	03/21/202		263.41	0.00	0.00	263.41 ✓
FREIGHT									
Vendor Totals: Number Name		Gross		Discount		No-Pay		Net	
13616 TRIOSE, INC		263.41		0.00		0.00		263.41	
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
2921026569 ✓		03/20/202	03/04/202	03/29/202		2,766.89	0.00	0.00	2,766.89 ✓
LAUNDRY									
2921026570 ✓		03/20/202	03/04/202	03/29/202		102.07	0.00	0.00	102.07 ✓
LAUNDRY									
2921026892 ✓		03/20/202	03/07/202	04/01/202		2,704.63	0.00	0.00	2,704.63 ✓
LAUNDRY									
2921026894 ✓		03/20/202	03/07/202	04/01/202		314.87	0.00	0.00	314.87 ✓
LAUNDRY									
2921026891 ✓		03/20/202	03/07/202	04/01/202		213.52	0.00	0.00	213.52 ✓
LAUNDRY									
2921026895 ✓		03/20/202	03/07/202	04/01/202		276.24	0.00	0.00	276.24 ✓
LAUNDRY									
2921026890 ✓		03/20/202	03/07/202	04/01/202		113.20	0.00	0.00	113.20 ✓
LAUNDRY									
2921026897 ✓		03/20/202	03/07/202	04/01/202		112.14	0.00	0.00	112.14 ✓
LAUNDRY									
2921026896 ✓		03/20/202	03/07/202	04/01/202		261.52	0.00	0.00	261.52 ✓
LAUNDRY									
2921026893 ✓		03/20/202	03/07/202	04/01/202		29.95	0.00	0.00	29.95 ✓
LAUNDRY									
2921027090 ✓		03/21/202	03/11/202	04/05/202		2,835.47	0.00	0.00	2,835.47 ✓
LAUNDRY									
2921027091 ✓		03/21/202	03/11/202	04/05/202		102.07	0.00	0.00	102.07 ✓
LAUNDRY									
Vendor Totals: Number Name		Gross		Discount		No-Pay		Net	
U1064 UNIFIRST HOLDINGS INC		9,832.57		0.00		0.00		9,832.57	
Vendor#	Vendor Name	Class		Pay Code					
14624	WELLMED MEDICAL MANAGEMENT ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
262223 ✓		03/21/202	02/28/202	03/28/202		117.60	0.00	0.00	117.60 ✓
PT REFUND									
Vendor Totals: Number Name		Gross		Discount		No-Pay		Net	
14624 WELLMED MEDICAL MANAGEMENT		117.60		0.00		0.00		117.60	
Vendor#	Vendor Name	Class		Pay Code					
I1110	WERFEN USA LLC ✓								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
9111461516 ✓		03/01/202	02/21/202	03/17/202		7,600.00	0.00	0.00	7,600.00 ✓

CONTRACT

Vendor Totals: Number Name		Gross		Discount	No-Pay	Net
11110	WERFEN USA LLC	7,600.00	0.00	0.00	7,600.00	
Vendor#	Vendor Name	Class	Pay Code			
11400	WEST COAST MEDICAL RESOURCES ✓					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	
INV108212 ✓		03/01/202	01/04/202	02/03/202		
SUPPLIES						
Vendor Totals: Number Name		Gross		Discount	No-Pay	Net
11400	WEST COAST MEDICAL RESOURCES	1,432.00	0.00	0.00	1,432.00	✓
Report Summary						
Grand Totals:		Gross	Discount	No-Pay	Net	
		330,565.69	0.00	0.00	330,565.69	✓

APPROVED ON

MAR 21 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

McKESSON**STATEMENT**

As of: 03/22/2024

Page: 002

To ensure proper credit to your
account, detach and return this
stub with your remittance

Company: 8000

MEMORIAL MEDICAL CENTER
AP
815 N VIRGINIA STREET
PORT LAVACA TX 77979AMT DUE REMITTED VIA ACH DEBIT
Statement for information onlyDC: 8115
Customer INV SupplD:
Territory:Customer: 632536
Date: 03/23/2024As of: 03/22/2024 Page: 002
Mail to: Comp: 8000AMT DUE REMITTED VIA ACH DEBIT
Statement for information onlyCust: 632536 PLEASE CHECK ANY
Date: 03/23/2024 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	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotals: 2,222.98 USD

Future Due: 0.00

Past Due: 11.02-

Last Payment 2,451.97
08/07/2017If Paid By 03/26/2024,
Pay This Amount:

2,178.29 USD

If Paid After 03/26/2024,
Pay this Amount:

2,222.98 USD

Due If Paid On Time:

USD 2,178.29 ✓

Disc lost if paid late:

44.69

Due If Paid Late:

USD 2,222.98

2,046.95 +

5.05 +

121.92 +

4.36 +

2,178.29 *

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

Andrew - [Signature]
3/25/24

McKESSON

STATEMENT

As of: 03/22/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

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

DC: 8115
Customer INV SupplID:
Territory: 7001

Customer: 256342
Date: 03/23/2024

As of: 03/22/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 03/23/2024 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											
03/18/2024	03/26/2024	7484128901	109565645	115Invoice	0.02	0.95		0.93✓✓		7484128901	
03/18/2024	03/26/2024	7484128902	109605264	115Invoice	1.21	60.32		59.11✓✓		7484128902	
03/18/2024	03/26/2024	7484128904	109644060	115Invoice	0.02	0.95		0.93✓✓		7484128904	
03/18/2024	03/26/2024	7484128905	109711955	115Invoice	0.01	0.32		0.31✓✓		7484128905	
03/18/2024	03/26/2024	7484155812	109764279	115Invoice	0.02	0.95		0.93✓✓		7484155812	
03/18/2024	03/26/2024	7484357617	109572455	195Invoice	0.01	0.32		0.31✓✓		7484357617	
03/18/2024	03/26/2024	7484357618	109650411	195Invoice	0.41	20.58		20.17✓✓		7484357618	
03/19/2024	03/26/2024	7484507388	109819217	115Invoice	19.63	981.71		962.08✓✓		7484507388	
03/19/2024	03/26/2024	7484526382	109900949	115Invoice	1.26	62.85		61.59✓✓		7484526382	
03/19/2024	03/26/2024	7484696189	109826029	195Invoice	0.41	20.58		20.17✓✓		7484696189	
03/20/2024	03/26/2024	7484792337	109973101	115Invoice	13.38	668.86		655.48✓✓		7484792337	
03/20/2024	03/26/2024	7484792338	110034114	115Invoice	0.01	0.32		0.31✓✓		7484792338	
03/21/2024	03/26/2024	7485058653	110106396	115Invoice	5.24	262.13		256.89✓✓		7485058653	
03/22/2024	03/26/2024	7485318453	110220178	115Invoice	0.03	1.27		1.24✓✓		7485318453	
03/22/2024	03/26/2024	7485318454	110283027	115Invoice	0.02	0.95		0.93✓✓		7485318454	
03/22/2024	03/26/2024	7485325631	110296146	115Invoice	0.09	4.74		4.65✓✓		7485325631	
03/22/2024	03/26/2024	7485493979	110232882	115Invoice	0.02	0.95		0.93✓✓		7485493979	

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: 2,088.75 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 14,828.46
03/18/2024

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

If Paid By 03/26/2024,
Pay This Amount: 2,046.96 USD

If Paid After 03/26/2024,
Pay this Amount: 2,088.75 USD

Due If Paid On Time:
USD 2,046.96 ✓✓
Disc lost if paid late: 41.79

Due If Paid Late:
USD 2,088.75

For AR Inquiries please contact 800-867-0333

unbalanced
3/25/24

McKESSON

STATEMENT

As of: 03/22/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

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

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 835434
Date: 03/23/2024

As of: 03/22/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835434 PLEASE CHECK ANY
Date: 03/23/2024 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 835434 CVS PHCY 8923/MEM MC PHS											
03/18/2024	03/18/2024	7484541640	MFC PR CORR CR	Pricing Cor		11.02-	P ✓	11.02-	P ✓	7484541640	
03/18/2024	03/26/2024	7484541641	MFC PR CORR IN	Pricing Cor	0.22	11.23	✓	11.01	✓	7484541641	
03/20/2024	03/26/2024	7484830240	3117147	115Invoice	0.10	5.16		5.06	✓	7484830240	

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:

5.37 USD

Future Due: 0.00

Past Due: 11.02-

Last Payment 14,828.46
03/18/2024

If Paid By 03/26/2024,
Pay This Amount:

5.05 USD

If Paid After 03/26/2024,
Pay this Amount:

5.37 USD

Due If Paid On Time:
USD

5.05 ✓ ✓

Disc lost if paid late:

0.32

Due If Paid Late:
USD

5.37

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

Andrew D. Santos
3/25/24

McKESSON

STATEMENT

As of: 03/22/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

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

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 835437
Date: 03/23/2024

As of: 03/22/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835437 PLEASE CHECK ANY
Date: 03/23/2024 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											
03/20/2024	03/26/2024	7484982770	3115732	115Invoice	0.19	9.64		9.45 ✓	✓	7484982770	
03/20/2024	03/26/2024	7484982771	3115732	115Invoice	2.30	114.77		112.47 ✓	✓	7484982771	

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

Subtotals: 124.41 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 14,828.46
03/18/2024

If Paid By 03/26/2024,
Pay This Amount:

121.92 USD

If Paid After 03/26/2024,
Pay this Amount:

124.41 USD

Due If Paid On Time:

USD 121.92 ✓

Disc lost if paid late:

2.49

Due If Paid Late:

USD 124.41

Andrew DeSantis
3/25/24

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON**STATEMENT**

As of: 03/22/2024

Page: 001

Company: 8000

CVS PHCY 7475/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

DC: 8115
Customer INV SupplID:
Territory: 7001

Customer: 835438
Date: 03/23/2024

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 03/22/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835438 PLEASE CHECK ANY
Date: 03/23/2024 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 835438	CVS PHCY 7475/MEM MC PHS										
03/20/2024	03/26/2024	7484979946	3117577	115Invoice	0.09	4.45		4.36	✓	7484979946	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835438 CVS PHCY 7475/MEM MC PHS
Subtotals:

4.45 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 14,828.46
03/18/2024

If Paid By 03/26/2024,
Pay This Amount:

4.36 USD

If Paid After 03/26/2024,
Pay this Amount:

4.45 USD

Due If Paid On Time:
USD

4.36 ✓✓✓

Disc lost if paid late:

0.09

Due If Paid Late:
USD

4.45

Indra Santos
3/25/24

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: 67103162
Date: 03-22-2024

1 of 1

Service By:
AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101DEA: RA0289276
866-451-9655Customer:
WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509Remit To:
AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-5223

Customer Number

100135284 / 037028186

Terms

Sat - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	406.46
Past Due:	0.00
Total Due:	406.46
Account Balance:	406.46

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
03-18-2024	03-29-2024	3168321826	7005979870	Invoice	34.18 ✓		0.00	34.18 ✓
03-18-2024	03-29-2024	3168321827	7005990830	Invoice	89.64 ✓		0.00	69.64 ✓
03-18-2024	03-29-2024	3168321828	7005999491	Invoice	158.31 ✓		0.00	158.31 ✓
03-18-2024	03-29-2024	3168321829	7005989485	Invoice	1.35 ✓		0.00	1.35 ✓
03-19-2024	03-29-2024	3168488196	7006006589	Invoice	21.15 ✓		0.00	21.15 ✓
03-20-2024	03-29-2024	3168640109	7006015242	Invoice	44.61 ✓		0.00	44.61 ✓
03-21-2024	03-29-2024	3168786017	7006025452	Invoice	68.36 ✓		0.00	68.36 ✓
03-22-2024	03-29-2024	3168947558	7006035676	Invoice	8.86 ✓		0.00	8.86 ✓

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
406.46	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
03-22-2024	(406.05)

Reminders

Due Date	Amount
03-29-2024	406.46
Total Due:	406.46

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXASAndrew DeLeon Santa
3/25/24

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"	★ \$ 128,734.52 #
"1 TO CONFIRM"	1
"ENTER W/CENTS AMOUNT OF SOCIAL SECURITY"	0 \$ 66,927.26 #
"ENTER W/CENTS AMOUNT OF MEDICARE"	\$ 15,652.36 #
"ENTER W/CENTS AMOUNT OF FEDERAL WITHHOLDING"	\$ 46,154.90 #
☐ "6-DIGIT SETTLEMENT DATE"	★
"1 TO CONFIRM"	1
☐ ACKNOWLEDGEMENT NUMBER	
CALLLED IN BY:	
CALLLED IN DATE:	
CALLLED IN TIME:	

941 REC/TAX DEPOSIT FOR MMC PAYROLL

REVISED 3/18/2014

PAY PERIOD: BEGIN 3/8/2024
 PAY PERIOD: END 3/21/2024
 PAY DATE: 3/29/2024

ENTER VOID CKS AS NEGATIVE NUMBERS

		VOIDED CK (1)	VOIDED CK (2)	ADDITIONAL CK (1)	ADDITIONAL CK (1)	TOTALS
GROSS PAY:	\$ 539,736.06			\$ -		\$ 539,736.06
DEDUCTIONS:						
A/R	\$ 300.00					\$ 300.00
ADVANC						\$ -
BOOTS						\$ -
MUTUAL CRITICAL ILLNESS						\$ -
MUTUAL ACCIDENT						\$ -
IRS TAX						\$ -
MUTUAL SHORT TERM DIS						\$ -
MUTUAL VISION	\$ -					\$ -
CAFÉ-D	\$ -					\$ -
CAFÉ-H	\$ -					\$ -
CAFÉ-P	\$ -					\$ -
CANCER	\$ -					\$ -
CHILD	\$ 570.69					\$ 570.69
CLINIC	\$ -					\$ -
COMBIN	\$ -					\$ -
CREDUN	\$ -					\$ -
DENTAL	\$ -					\$ -
DEP-LF	\$ -					\$ -
MUTUAL TERM LIFE	\$ -					\$ -
MUTUAL HOSP INDEM	\$ -					\$ -
FED TAX	\$ 46,154.90					\$ 46,154.90
FICA-M	\$ 7,826.18					\$ 7,826.18
FICA-O	\$ 33,463.63					\$ 33,463.63
FICA-M ADDITIONAL						\$ -
FIRST C						\$ -
FLEX S	\$ -					\$ -
FLX-FE	\$ -					\$ -
GIFT S	\$ 119.57					\$ 119.57
MUTUAL CRITICAL ILLNESS	\$ -					\$ -
MUTUAL ACCIDENT	\$ -					\$ -
MUTUAL SHORT TERM DIS	\$ -					\$ -
LEGAL	\$ -					\$ -
OTHER	\$ 2,083.11					\$ 2,083.11
NATIONAL FARM LIFE	\$ -					\$ -
MED SURCHARGE	\$ -					\$ -
Blank						\$ -
RELAY						\$ -
REPAY						\$ -
STONEDF	\$ -					\$ -
STONE						\$ -
STONE 2						\$ -
STUDEN						\$ -
TSA-R	\$ 36,887.96					\$ 36,887.96
UW/HOS	\$ -					\$ -
TOTAL DEDUCTIONS:	\$ 127,406.04	\$ -	\$ -	\$ -	\$ -	\$ 127,406.04
NET PAY:	\$ 412,330.02	\$ -	\$ -	\$ -	\$ -	\$ 412,330.02

TOTAL CAFÉ 125 PLAN:

TAXABLE PAY: \$ 539,736.06 \$ 539,736.06

		CALCULATED	From MMC Report	Difference
FICA - MED (ER)	1.45%	\$ 7,826.17		
FICA - MED (EE)	1.45%	\$ 7,826.17	\$ 7,826.18	\$ (0.01)
FICA - SOC SEC (ER)	6.20%	\$ 33,463.64		
FICA - SOC SEC (EE)	6.20%	\$ 33,463.64	\$ 33,463.63	\$ 0.01
FED WITHHOLDING		\$ 46,154.90	\$ 46,154.90	

Employees over FICA-SS Cap:
 Roshanda Thomas
 Michael Gaines

Paycode S - Employee Reimb.:

Exempt Amt:

TAX DEPOSIT:	\$ 128,734.52	\$ 128,734.52
FICA - MEDICARE	2.90%	\$ 15,652.34
FICA - SOCIAL SECURITY	12.40%	\$ 66,927.28
FED WITHHOLDING		\$ 46,154.90
TOTAL TAX:	\$ 128,734.52	\$ 128,734.52

PREPARED BY:
 PREPARED DATE:

TOTAL: \$ -

Andrie Flores

3/25/2024

Run Date: 03/22/24
Time: 15:45

MEMORIAL MEDICAL CENTER
Payroll Register (Bi-Weekly)
Pay Period 03/08/24 - 03/21/24 Run# 1

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P2REG

Final Summary

Pay Code Summary					Deductions Summary				
PayCd	Description	Hrs	OT	SH	WE	HO	CR	Gross	Code Amount
1	REGULAR PAY-S1	9624.25	N	N	N			224185.60	A/R 300.00 A/R2 A/R3
1	REGULAR PAY-S1	1889.00	N	N	N	N		89040.63	ADVANC AWARDS BCBSVI
1	REGULAR PAY-S1	234.50	Y	N	N			6857.76	BOOTS CAFE H CAFE-1
2	REGULAR PAY-S2	2729.00	N	N	N			74263.23	CAFE-2 CAFE-3 CAFE-4
2	REGULAR PAY-S2	7.50	N	N	N	N		301.88	CAFE-5 CAFE-C CAFE-D
2	REGULAR PAY-S2	96.75	Y	N	N			3851.67	CAFE-F CAFE-H CAFE-I
3	REGULAR PAY-S3	1520.50	N	N	N			53073.19	CAFE-L CAFE-P CANCER
3	REGULAR PAY-S3	10.25	N	N	N	N		510.25	CHILD 570.63 CLINIC COMBIN
3	REGULAR PAY-S3	77.50	Y	N	N			3529.29	CREDUN DD ADV DENTAL
4	CALL BACK PAY	14.00	N	1	N	N	Y	585.66	DEP-LF DIS-LF EAT
4	CALL BACK PAY	39.75	N	2	N	N	Y	1649.39	EATCSH FEDTAX 46154.90 FICA-M 7826.18
4	CALL BACK PAY	10.00	N	3	N	N	Y	463.76	FICA-O 33463.63 FIRSTC FLEX S
4	CALL BACK PAY	.25	Y	2	N	N	Y	17.40	FLX FE FORT D FUTA
C	CALL PAY	2340.00	N	1	N	N		4680.00	GIFT S 119.57 GRANT GRP-IN
D	DOUBLE TIME	7.00	N	2	N	N		420.44	GTL HOSP-I HSA
D	DOUBLE TIME	7.75	N	3	N	F		641.55	ID TFT TRSTAX LEAF
E	EXTRA WAGES		N	N	N	N		-600.00	LEGAL MASA MEALS 1568.27
E	EXTRA WAGES		N	1	N	F	N	1444.50	METVIS MISC MISC/
F	FUNERAL LEAVE	72.00	N	1	N	F		2268.48	MNCSHR MCOACC MOCILL
I	INSERVICE	36.50	N	1	N	N		1405.35	MOOIND MCOLIF MOOSTD
I	INSERVICE	9.25	Y	1	N	N		458.04	MOOVIS NATFML OTHER
J	JURY LEAVE	2.00	N	1	N	N		55.22	PHI PHI*** PR FIN
K	EXTENDED-ILLNESS-BANK	80.00	N	N	N	N		3188.00	RELAY REPAY SAMS
K	EXTENDED-ILLNESS-BANK	382.00	N	1	N	N		10518.48	SCRUBS SIGNON ST-TX
P	PAID-TIME-OFF	182.39	N	N	N	N		7019.13	STONDF STONE STONE2
P	PAID-TIME-OFF	1666.00	N	1	N	N		49299.16	STUDEN SUNACC SUNILL
X	CALL PAY 2	160.00	N	1	N	N		320.00	SUNIND SUNLIF SUNSTD
Z	CALL PAY 3	96.00	N	1	N	N		288.00	SUNVIS SURCHG TSA-1
									TSA-2 TSA-C TSA-P
									TSA-R 36887.96 TUTION UNIFOR 514.84
									UN/HOS

Grand Totals: 21294.14 ----- (Gross: 539736.06 Deductions: 127406.04 Net: 412330.02 Pay date: 3-29-24
Checks Count: PT 210 PT 14 Other 43 Female 238 Male 28 Credit OverAmt 16 ZeroNet Term Total: 266

Indra Senter
3/25/24

Run Date: 03/25/24
Time: 10:13

MEMORIAL MEDICAL CENTER
**** Check Register ****
Pay Period 03/08/24--03/21/24 Run: 1
Type=NET :0000001 OPERATING - PROSPERITY

Page 1
P2DISTF

Num.	Name	Amount	CHECK NUM	DATE
60387	REBECCA OVALLE	1141.07	00063408	03/29/24
00041	CARL LEE KING	1342.88	DD	03/29/24
00083	SYLVIA A VARGAS	1263.84	DD	03/29/24
00113	JACLYN CARREON	1490.54	DD	03/29/24
00132	SANDRA A BRAUN	1228.47	DD	03/29/24
00192	BRENDA D PENA	1234.12	DD	03/29/24
00387	BILLIE F DUCKWORTH	2621.09	DD	03/29/24
00392	MONICA T CARR	1744.77	DD	03/29/24
00399	LINDA J TIJERINA	2342.20	DD	03/29/24
00401	VELMA J PINA	2439.20	DD	03/29/24
00417	SHERREY L KING	2657.13	DD	03/29/24
00423	CONN V STRINGO	2695.96	DD	03/29/24
00482	PAM FIXAC	1690.42	DD	03/29/24
00581	CYNTHIA L RUSHING	1831.55	DD	03/29/24
00681	RILLA RENEE WOOD	1906.08	DD	03/29/24
00692	DEBORAH E WITTNEBERT	402.86	DD	03/29/24
00697	MARIA C FARIAS	1371.44	DD	03/29/24
00707	KIMBERLY RESENDEZ	2082.62	DD	03/29/24
00895	EMILIE DIANE WILKEY	1353.01	DD	03/29/24
01015	SUSAN B SMALLEY	102.51	DD	03/29/24
01178	PATRICIA LAUREN HERMES	2594.90	DD	03/29/24
01191	SHARON M SPARKS	506.95	DD	03/29/24
01234	JENISE N SVETLIK	2391.28	DD	03/29/24
01241	MANDY WACE	2252.44	DD	03/29/24
01367	MARILYN A SANDERS	381.83	DD	03/29/24
01451	JENNIFER L ZISSA	937.07	DD	03/29/24
01791	RAUSHANAH J MONDAY	2149.89	DD	03/29/24
02011	ERIN R CLEVELAND	4119.38	DD	03/29/24
02014	AGAPITA C CANTU	709.54	DD	03/29/24
02021	ERIKA OSORNIA-SANCHEZ	2700.00	DD	03/29/24
02022	AVANDA J GRIGGS	2817.92	DD	03/29/24
02064	ANNA LAURA GARCIA	1842.95	DD	03/29/24
02099	TRACI K SHEFCIK	3167.41	DD	03/29/24
02112	LESLIE THOMAS	2733.06	DD	03/29/24
02132	JASMINE RUIZ	1812.81	DD	03/29/24
02135	NORMA ALLISON	1011.88	DD	03/29/24
02136	TAMMY ESQUIVEL	299.75	DD	03/29/24
02154	JUSTINE STRELCHYK	1270.69	DD	03/29/24
02156	AUBREY S HOLT	427.47	DD	03/29/24
02162	MIRIAN PALERA	2014.38	DD	03/29/24
02168	JESSICA KNIGHT	2167.01	DD	03/29/24
02193	TIKI VENGLAR	1776.20	DD	03/29/24
02201	CORRINE VILLEGAS	1426.28	DD	03/29/24
02271	DAWN J BUBENIK	2331.15	DD	03/29/24
02301	NICOLAS TIJERINA	874.24	DD	03/29/24
02302	CATHERINE MARIE DECILLOS	447.25	DD	03/29/24
02303	CONNIE M PADIerna	2731.03	DD	03/29/24
02315	NINA M GREEN	2328.72	DD	03/29/24
02322	RICK OSORNIA	377.89	DD	03/29/24
02346	JEANETTE L FALCON	474.67	DD	03/29/24
02416	JANELLE SCOTT	1671.77	DD	03/29/24
02435	SAVANNAH TANTON	799.66	DD	03/29/24
02511	MAGDALENA SEPULVEDA	547.83	DD	03/29/24

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MEMORIAL MEDICAL CENTER BI-WEEKLY
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Num.	Name	Amount	CHECK NUM	DATE
02535	STEPHANIE M SOLIZ	40.96	DD	03/29/24
02552	VERONICA RAGUSIN	2263.01	DD	03/29/24
02612	MEGHAN ODELL	955.06	DD	03/29/24
02622	JESUSA MARIE BENAVIDES	736.62	DD	03/29/24
02678	MELISSA NESLONEY	1702.98	DD	03/29/24
02701	RONDA COHLKE	3002.81	DD	03/29/24
02719	DAWN M MCCLELLAND	2544.27	DD	03/29/24
02720	ELDA M LUERA	2794.44	DD	03/29/24
02733	ROBIN N PLEDGER	3235.69	DD	03/29/24
02794	HEATHER L MUTCHLER	2201.12	DD	03/29/24
02812	BRITTANY N RUDDICK	1848.43	DD	03/29/24
02907	MARIA F LONGORIA	1398.09	DD	03/29/24
02927	MICHAEL L GAINES	3355.65	DD	03/29/24
02963	DOROTHY J RENDON	869.73	DD	03/29/24
02970	DIANNE G ATKINSON	2404.84	DD	03/29/24
03864	JACQUELINE R HERRERA	1549.89	DD	03/29/24
05003	COURTNE D THURLKILL	3094.64	DD	03/29/24
05006	REGINA A MARTINEZ	2524.83	DD	03/29/24
05007	JAMIE K NEYLAND	1621.69	DD	03/29/24
05264	SARA WHITE	415.35	DD	03/29/24
05345	ERICA NGUYEN	838.65	DD	03/29/24
05641	AMANDA R KEY	2296.14	DD	03/29/24
07123	CYNTHIA GUERRA	1708.00	DD	03/29/24
07147	CHAD A VORCE	2693.56	DD	03/29/24
07878	DIANA C SAUCEDA	1254.47	DD	03/29/24
11197	CATHERINE A SAENZ	2598.46	DD	03/29/24
11412	COURTNEY L MORKOVSKY	1118.05	DD	03/29/24
12011	KIMBERLY J REYNA	463.99	DD	03/29/24
12115	LISA J HINOJOSA	1031.63	DD	03/29/24
12129	MICHAEL HEPNES	1848.71	DD	03/29/24
12609	RAELIN R LUJA	640.79	DD	03/29/24
15097	KYLE L DANIEL	2981.49	DD	03/29/24
15131	SAVANNAH HARLEY	2003.05	DD	03/29/24
15139	KRISTEN NICOLE BALLARD	1999.06	DD	03/29/24
15163	KELSEY HEINOLD	4020.05	DD	03/29/24
15171	JESSICA BARRON	771.56	DD	03/29/24
15236	YESSSENIA L GRANADOS	453.67	DD	03/29/24
15296	DAWN M MAREX	2100.22	DD	03/29/24
15909	JULIE NGUYEN	6799.03	DD	03/29/24
15915	BRIARNE J KEY	2176.99	DD	03/29/24
20012	ALEXIS LOREDO	701.86	DD	03/29/24
20112	YULMA PATRICA RODRIGUEZ	20.48	DD	03/29/24
20144	SOPHIE M PECENA	257.60	DD	03/29/24
20148	JENNIFER CUMPEAN	1053.56	DD	03/29/24
20156	ERIN ASHLEY WISDOM	2066.79	DD	03/29/24
20168	JOSHUA PEPPERS	280.02	DD	03/29/24
20184	MELISSA ZAMORANO	852.96	DD	03/29/24
20206	KELLI B GOFF	2173.38	DD	03/29/24
20207	SHAWNA G HARTL	2849.85	DD	03/29/24
20243	MELANIE CORTEZ	2155.73	DD	03/29/24
20272	ANGELA YEAGER	2633.13	DD	03/29/24
20294	JESSICA D WALTHER	1077.80	DD	03/29/24
20324	PATRICIA STRIBLEY	2292.71	DD	03/29/24
20343	SAVANNAH N SOCARRAS	915.93	DD	03/29/24

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Num.	Name	Amount	CHECK NUM	DATE
20456	SAYDI A ST CLAIR	117.74	DD	03/29/24
20484	BRIANNA S PASSMORE	1331.27	DD	03/29/24
20759	JAMIE SADLER	1627.98	DD	03/29/24
20788	JAYLIN RAMIREZ	387.70	DD	03/29/24
20797	BETHANN M DIGGS	2314.15	DD	03/29/24
20857	JOSHUA LOPEZ	757.07	DD	03/29/24
20977	CHERYL L TESCH	2914.04	DD	03/29/24
20980	SAVANA LENTO	911.29	DD	03/29/24
21450	DIANA E LEAL	1734.96	DD	03/29/24
21629	JACOB R CRAWFORD	1794.40	DD	03/29/24
22493	BRITTANY E NAVARRO	2124.41	DD	03/29/24
25022	AMBER L LOYA	726.24	DD	03/29/24
28034	KRISTINA A BUENGER	582.33	DD	03/29/24
28120	JESSICA V SELVERA	962.47	DD	03/29/24
29199	KELLY A SCHOTT	2287.90	DD	03/29/24
30491	ARLEEN JUDD	424.61	DD	03/29/24
31035	STACIS L EPLEY	2033.88	DD	03/29/24
31054	LORA L LAMBDEN	1037.28	DD	03/29/24
31099	ARACELY Z GARCIA	1072.39	DD	03/29/24
31219	LAUREN PHILLIPS	1359.93	DD	03/29/24
31241	MONICA SALAZAR	206.86	DD	03/29/24
31251	CYNTHIA L BIAS	2471.76	DD	03/29/24
31313	KATHERINE LYNN JIMENEZ	2253.68	DD	03/29/24
31319	STACY L FARMER	1763.23	DD	03/29/24
31463	EDWARD E MATULA	2809.83	DD	03/29/24
31506	RACHEL A HEFTNER	2511.65	DD	03/29/24
31821	KAYLA M ALVAREZ	1640.04	DD	03/29/24
38118	KRYSTELLA P KISIAH	1256.76	DD	03/29/24
38428	JULIAN HEYSQUIERDO	1122.31	DD	03/29/24
41062	CHEYENNE NESSA	765.06	DD	03/29/24
41112	ANASTASIA L PEREZ	1039.45	DD	03/29/24
41171	TOMMIE K TREVINO	898.59	DD	03/29/24
41219	GUADALUPE OLANDEZ	587.46	DD	03/29/24
41225	LESLIE A CRAIGEN	827.11	DD	03/29/24
41236	PAMELA K VANNOY	1525.69	DD	03/29/24
41251	SARA YBARBO	814.51	DD	03/29/24
41261	BERNICE AGUILAR	1127.95	DD	03/29/24
41269	BERENICE LUGO	819.55	DD	03/29/24
41274	KAREN GAIN	1281.69	DD	03/29/24
41279	PAMELA R HARMON	1074.29	DD	03/29/24
41287	ALISA D VILLARREAL	769.09	DD	03/29/24
41347	ADRIANNA D STRAKOS	954.17	DD	03/29/24
41418	ANGEL M CASSEL	1072.62	DD	03/29/24
41426	TASHA NORMAN	3678.59	DD	03/29/24
41506	JOSEFAT LUGO TORRES	896.49	DD	03/29/24
41546	SHANMEI MARTINEZ	3291.41	DD	03/29/24
41612	SONJA A GUAJARDO	1223.68	DD	03/29/24
41617	JACQUELINE M MARTINEZ	937.18	DD	03/29/24
41705	KELSEY R TAYLOR	1026.78	DD	03/29/24
41896	RENAE MICHELLE EMERY	710.30	DD	03/29/24
41897	ROXANNA MUNOZ	1015.26	DD	03/29/24
41901	JUANITA R MILLER	1345.10	DD	03/29/24
41953	KAYLENN TREVINO	705.55	DD	03/29/24
42106	CHRISTY SILVAS	1274.32	DD	03/29/24

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MEMORIAL MEDICAL CENTER BI-WEEKLY
**** Check Register ****
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Num.	Name	Amount	CHECK NUM	DATE
42112	SOCOERO C GONZALES	1105.99	DD	03/29/24
42122	LEI ANA CHAVANA	1807.01	DD	03/29/24
42125	MARIA LUCY CALZADA	1006.42	DD	03/29/24
42304	MINI T NGUYEN	2457.97	DD	03/29/24
42536	MARIAH A SOCARRAS	799.93	DD	03/29/24
42820	MARIA D CHAVEZ	1138.99	DD	03/29/24
42842	SHAMNA S O DONNELL	3388.30	DD	03/29/24
50148	PENNY GOULDER	3598.49	DD	03/29/24
50161	BRITTNEY MICHELLE ZAMORA	215.73	DD	03/29/24
50282	JACOB W HAMILTON	2914.45	DD	03/29/24
50310	JASMINE GRIGSBY	889.29	DD	03/29/24
50546	MELANIE K SAMAYOA	2212.22	DD	03/29/24
50573	DEANA R DAVIS	1626.39	DD	03/29/24
50596	BETTY S DAVIS	2309.72	DD	03/29/24
50719	DEBRA K MUSTERED	2524.32	DD	03/29/24
50928	ADINA GERDES	1050.75	DD	03/29/24
53541	JACLYN B HARTL	1870.08	DD	03/29/24
54024	MONICA A ESCALANTE	1365.60	DD	03/29/24
55025	LEA C RESENDEZ	1536.36	DD	03/29/24
55026	IRENE B PEREZ	981.49	DD	03/29/24
55127	APRIL N KUBALA	2372.79	DD	03/29/24
55234	ELOIZA SOTO	614.62	DD	03/29/24
55371	BLANCK HERNANDEZ	401.59	DD	03/29/24
55382	SHANNON JACILDO	517.50	DD	03/29/24
55658	LAJUAN WILKE	885.00	DD	03/29/24
58115	BECKY MARIE SEE	1200.94	DD	03/29/24
58510	RITA L POLENSKY	694.42	DD	03/29/24
60112	ROBERT A RODRIQUEZ	2238.40	DD	03/29/24
60131	NORA OVALLE	879.57	DD	03/29/24
60145	REGINA ZAMORA	1764.13	DD	03/29/24
60156	DANIELLE M KALISEK	1131.54	DD	03/29/24
60262	IRA R SHARP	817.19	DD	03/29/24
60589	JASON J LOYA	1226.79	DD	03/29/24
60616	DOROTHY A LONGORIA	1081.41	DD	03/29/24
62322	ALAN KNIGHT	1598.86	DD	03/29/24
63193	MICHAEL SOCARRAS	1318.88	DD	03/29/24
63458	VIRGINIA C BERNARDINO	995.84	DD	03/29/24
63846	JUAN FLORES	1263.54	DD	03/29/24
65100	FELICITA BONUZ	723.84	DD	03/29/24
65125	MARTHA CUMPERN	830.04	DD	03/29/24
65127	VERONICA ORTIZ	924.03	DD	03/29/24
65136	TINA KORANEX	1371.05	DD	03/29/24
65148	MARTA INIGUEZ	780.60	DD	03/29/24
65151	ELIA OLACHIA	1124.08	DD	03/29/24
65189	ELVIRA SANCHEZ	831.21	DD	03/29/24
65205	JUANA SANTILLAN	769.36	DD	03/29/24
65213	LEE SIMERLY	1246.08	DD	03/29/24
65247	DIANA CASTILLO	528.25	DD	03/29/24
65269	NATALIE BAREFIELD	966.59	DD	03/29/24
65315	ELVA RODRIGUEZ	779.99	DD	03/29/24
65393	RAMONA A PEREZ	1223.65	DD	03/29/24
65453	AMALIA L FLORES	1368.38	DD	03/29/24
65463	MARIA I VELOZ	786.23	DD	03/29/24
65486	ROSA RODRIGUEZ	1027.61	DD	03/29/24

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MEMORIAL MEDICAL CENTER
**** Check Register ****
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Num.	Name	Amount	CHECK NUM	DATE
65513	MARIA MORALES	1028.14	DD	03/29/24
65705	DOMITILA HERRERA	1096.52	DD	03/29/24
55715	MARIA R GOMEZ	966.59	DD	03/29/24
65745	MARIA LUISA RODRIGUEZ	1284.60	DD	03/29/24
55865	MARIA F LEDEZMA	968.23	DD	03/29/24
68368	DOMITILA GARCIA	206.33	DD	03/29/24
68568	CHRISTOPHER RUTHERFORD	1094.65	DD	03/29/24
68792	NAZARIO DIAZ HERNANDEZ	2324.12	DD	03/29/24
70119	SARA M BLEDSOE	3075.48	DD	03/29/24
73749	GLORIA N REID	2634.24	DD	03/29/24
74159	CAROL VILLARREAL	1184.73	DD	03/29/24
75190	RIKA MILLER	2198.06	DD	03/29/24
75976	ALEXANDRIA Y KNISLEY	394.79	DD	03/29/24
76115	JENNIFER R CARLOCK	772.51	DD	03/29/24
76120	RACHEL CANALES	1387.54	DD	03/29/24
76128	KAREN D GARCIA	943.91	DD	03/29/24
76210	ZOE VILLARREAL	378.75	DD	03/29/24
76300	AIDA JIMENEZ	986.01	DD	03/29/24
76308	CHRISTELLA ANN SENDEJO	866.42	DD	03/29/24
76313	PAMELA L BARTON	996.41	DD	03/29/24
76403	KATRINA A POHLUDA	1314.91	DD	03/29/24
76647	CHERYL A SEE	1108.18	DD	03/29/24
76706	GREGORY E MORALES	826.20	DD	03/29/24
76854	MARY PATTERSON	1146.67	DD	03/29/24
76985	VANESSA TRISTAN	386.89	DD	03/29/24
77646	FAREN A GONZALES	1292.95	DD	03/29/24
78020	MISTY R PASSMORE	1993.85	DD	03/29/24
78058	KYANN J POWER	532.13	DD	03/29/24
78072	CONNIE M RAWLINGS	1686.37	DD	03/29/24
78128	ALEXA QUINTANILLA	1066.07	DD	03/29/24
78287	MARISSA D ALMANZAR	3611.49	DD	03/29/24
78336	JESSICA L GLOVER	1976.20	DD	03/29/24
78566	MELISSA K GEE	1009.29	DD	03/29/24
78764	ASHLEY D HADLEY	2000.66	DD	03/29/24
78781	KRISTEN R MACHICEK	2140.69	DD	03/29/24
78787	FARAH I JANAK	2813.24	DD	03/29/24
78897	DAYLE J ROBINSON	862.68	DD	03/29/24
80008	ADAM D BESIO	2558.76	DD	03/29/24
80141	JEANNIE ORTA	1922.97	DD	03/29/24
80928	BRYAN HOBGOOD	1961.98	DD	03/29/24
82227	CAITLIN A CLEVENGER	1404.98	DD	03/29/24
86482	MEGAN M HARPER	913.84	DD	03/29/24
86576	ELSA HERRERA	859.94	DD	03/29/24
88125	LISA M TREVINO	1175.44	DD	03/29/24
88148	MICHELLE CUMBERLAND	2133.47	DD	03/29/24
88321	ANDREN DE LOS SANTOS	2784.40	DD	03/29/24
88435	JOE GARCIA	1657.05	DD	03/29/24
90320	ROSEANNA S THOMAS	6392.21	DD	03/29/24
90929	STEVE BROCK	5620.00	DD	03/29/24
93231	ANDRIE M FLORES	1848.74	DD	03/29/24
93241	SARAH N RUBIO	1282.28	DD	03/29/24
98756	ADRIANNA M GALVAN	1713.30	DD	03/29/24

412330.02

MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT --- Mar 18, 2024 - March 24, 2024 ✓

Date	Bank Description
3/22/2024	WIRE OUT CBNA INCOMING SETTLEMENT ACCOUNT
3/22/2024	PAY PLUS ACHTrans 000000017939311 1010006965
3/22/2024	AMERISOURCE BERG PAYMENTS 0100007768 21000002
3/21/2024	PAY PLUS ACHTrans 000000017833782 1010006956
3/20/2024	WEBFILE TAX PYMT DD 902/75072713 21000020591
3/20/2024	PAY PLUS ACHTrans 000000017721244 1010006945
3/19/2024	PAY PLUS ACHTrans 000000017618420 1010006934
3/19/2024	MCKESSON DRUG AUTO ACH ACH05916491 910000133
3/18/2024	PAY PLUS ACHTrans 000000017578757 1010006921
3/18/2024	IRS USATAXPYMT 270447851406875 6103601000818
3/18/2024	HPHG LLC PORT LAVA MemMedCtr PHLav 113122650

MMC Notes
-Citibank Corporate Card Payment
- 3rd Party Payor Fee
- 340B Drug Program Expense
- 3rd Party Payor Fee
- Sales Tax
- 3rd Party Payor Fee
- 3rd Party Payor Fee
- 340B Drug Program Expense
- 3rd Party Payor Fee
- Payroll Taxes
- Health Insurance Premium Payment

Amount	CPSI "H" Ch
1,130.14	*
(239.82)	*
406.05	*
56.94	*
1,967.55	*
27.01	*
32.53	*
14,828.46	*
30.26	*
120,212.62	*
35,022.27	*

O.C
Pay PLUS
239.82 +
66.94 +
27.01 +
32.53 +
30.26 +
396.56 +
173,963.65 +
1,130.14 -
406.05 -
1,967.55 -
14,828.46 -
120,212.62 -
35,022.27 -
396.56 *
396.56 +
396.56 -
0.00 *

Andrew De Los Santos
ANDREW DE LOS SANTOS
Memorial Medical Center

March 25, 2024

* Approved 03-20-24 CL
* Approved 03-13-24 CL

PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT - ESTIMATED ACHS

Date	Description

MMC Notes

Amount

Andrew De Los Santos
ANDREW DE LOS SANTOS
Memorial Medical Center

March 25, 2024

0.00 ✓

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

0

12:11

AP Open Invoice List

ap_open_invoice.template

MAR 21 2024

Dates Through:

Vendor# Vendor Name

Class Pay Code

CALHOUN COUNTY, TEXAS SOLERA WEST HOUSTON

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
031324		03/19/202	03/13/202	04/15/202			1,428.00	0.00	0.00	1,428.00 ✓
	TRANSFER	<i>Nil insurance pymt deposited into mme operating</i>								
031924		03/19/202	03/19/202	04/19/202			58,263.52	0.00	0.00	58,263.52

YEAR 6 COMPONENT

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11828	SOLERA WEST HOUSTON	59,691.52	0.00	0.00	59,691.52

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	59,691.52	0.00	0.00	59,691.52

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MAR 21 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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COUNTY AUDITOR ON
03/21/2024
12:10

MEMORIAL MEDICAL CENTER

AP Open Invoice List

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Dates Through:

MAR 21 2024
Vendor# Vendor Name

Class Pay Code

11820 FORTBEND HEALTHCARE CENTER
CATHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
031924		03/19/202	03/19/202	04/19/202		6,634.54	0.00	0.00	6,634.54

YEAR 6 COMPONENT

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11820	FORTBEND HEALTHCARE CENTER	6,634.54	0.00	0.00	6,634.54

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	6,634.54	0.00	0.00	6,634.54

APPROVED ON

MAR 21 2024

BY COUNTY AUDITOR
CATHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

03/21/2024

MAR 21 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

0
ap_open_invoice.template

Vendor# Vendor Name

11832

BROADMOOR AT CREEKSIDE PARK

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
031924		03/19/202	03/19/202	04/19/202			70,053.25	0.00	0.00	70,053.25

YEAR 6 COMPONENT

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11832	BROADMOOR AT CREEKSIDE PARK	70,053.25	0.00	0.00	70,053.25

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	70,053.25	0.00	0.00	70,053.25

APPROVED ON

MAR 21 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

0

03/21/2024
12:11 MAR 21 2024

AP Open Invoice List

ap_open_invoice.template

Dates Through:

Vendor# Vendor Name

Class Pay Code

11824 THE CRESCENT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
031424		03/19/202	03/14/202	04/15/202			11,390.00	0.00	0.00	11,390.00 ✓
	TRANSFER	N/H insurance pymt deposited into mme operating								
031924		03/19/202	03/19/202	04/19/202			37,176.67	0.00	0.00	37,176.67 ✓
YEAR 6 COMPONENT										
Vendor Totals: Number		Name		Gross		Discount		No-Pay		Net
11824		THE CRESCENT		48,566.67		0.00		0.00		48,566.67

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	48,566.67	0.00	0.00	48,566.67

APPROVED ON

MAR 21 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

03/21/2024

MAR 21 2024

Vendor# Vendor Name

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

Class Pay Code

0
ap_open_invoice.template11836 GOLDEN CREEK HEALTHCARE
CALHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
031124		03/19/202	03/11/202	04/15/202			43.25	0.00	0.00	43.25 ✓
	TRANSFER	NH insurance pymt deposited into mme operating								
031224C		03/19/202	03/12/202	04/15/202			56,082.44	0.00	0.00	56,082.44 ✓
	TRANSFER	"						"		
031224		03/19/202	03/12/202	04/15/202			3,160.00	0.00	0.00	3,160.00 ✓
	TRANSFER	"						"		
031224A		03/19/202	03/12/202	04/15/202			3,723.53	0.00	0.00	3,723.53 ✓
	TRANSFER	"						"		
031224D		03/19/202	03/12/202	04/15/202			3,559.51	0.00	0.00	3,559.51 ✓
	TRANSFER	"						"		
031224B		03/19/202	03/12/202	04/15/202			4,345.00	0.00	0.00	4,345.00 ✓
	TRANSFER	"						"		
031324		03/19/202	03/13/202	04/15/202			576.78	0.00	0.00	576.78 ✓
	TRANSFER	"						"		
031924		03/21/202	03/19/202	04/19/202			98,345.51	0.00	0.00	98,345.51 ✓
	YEAR 6 COMPONENT									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11836	GOLDEN CREEK HEALTHCARE						169,836.02	0.00	0.00	169,836.02

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	169,836.02	0.00	0.00	169,836.02

APPROVED ON

MAR 21 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

0

MAR 21 2024

AP Open Invoice List

ap_open_invoice.template

Dates Through:

Vendor# Vendor Name

Class Pay Code

CALHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
031924		03/19/202	03/19/202	04/19/202			19,219.26	0.00	0.00	19,219.26

YEAR 6 COMPONENT

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12696	GULF POINTE PLAZA	19,219.26	0.00	0.00	19,219.26

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	19,219.26	0.00	0.00	19,219.26

APPROVED ON

MAR 21 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

03/21/2024

12:11 MAR 21 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Dates Through:

0
ap_open_invoice.templateVendor# Vendor Name
CALHOUN COUNTY, TEXAS

12792 BETHANY SENIOR LIVING

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
031224A		03/19/202	03/12/202	04/15/202			39,105.88	0.00	0.00	39,105.88 ✓
031224	TRANSFER	NH insurance pymt deposited into MMC operating					19,528.71	0.00	0.00	19,528.71 ✓
031324	TRANSFER	"	03/19/202	03/12/202	04/15/202			"		
031324		03/19/202	03/13/202	04/15/202			69.72	0.00	0.00	69.72
031924	TRANSFER	"						"		
031924		03/19/202	03/19/202	04/19/202			113,252.57	0.00	0.00	113,252.57 ✓
YEAR 6 COMPONENT										
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
12792 BETHANY SENIOR LIVING							171,956.88	0.00	0.00	171,956.88

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	171,956.88	0.00	0.00	171,956.88

APPROVED ON

MAR 21 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

QIPP Year 6 Comp 1 Allocation Reconciliation

United Healthcare

Total MMC Portion	255,377.17	\$ 329,292.15	Amount that MMC keeps from Prosperity Deposit
Total NH Portion	321,387.69		
Total UHC Prosperity Deposit	\$ 576,764.85		

Ashford Gardens

Total Refund \$ (38,213.21) Total Owed to UHC \$38,213.21

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Total
NH Portion 50%	-1,592.22	-1,592.22	-1,592.22	-1,592.22	-1,592.22	-1,592.22							-9,553.30
MMC Portion 50%	-1,592.22	-1,592.22	-1,592.22	-1,592.22	-1,592.22	-1,592.22							-9,553.30
NH Portion 70%							-2,229.10	-2,229.10	-2,229.10	-2,229.10	-2,229.10	-2,229.10	-13,374.62
MMC Portion 30%							-955.33	-955.33	-955.33	-955.33	-955.33	-955.33	-5,731.98
													Total
													-38,213.21
							Withhold \$22,927.93 from NH Wire Transfer						Total NH Portion
													-22,927.93
													Total MMC Portion
													-15,285.28

Broadmoor

Total Refund \$ 116,755.41

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Total
NH Portion 50%	4,864.81	4,864.81	4,864.81	4,864.81	4,864.81	4,864.81							29,188.85
MMC Portion 50%	4,864.81	4,864.81	4,864.81	4,864.81	4,864.81	4,864.81							29,188.85
NH Portion 70%							6,810.73	6,810.73	6,810.73	6,810.73	6,810.73	6,810.73	40,864.39
MMC Portion 30%							2,918.89	2,918.89	2,918.89	2,918.89	2,918.89	2,918.89	17,513.31
													Total
													116,755.41
													Total NH Portion
													70,053.25
													Total MMC Portion
													46,702.16

Crescent

Total Refund \$ 61,961.11

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Total
NH Portion 50%	2,581.71	2,581.71	2,581.71	2,581.71	2,581.71	2,581.71							15,490.28
MMC Portion 50%	2,581.71	2,581.71	2,581.71	2,581.71	2,581.71	2,581.71							15,490.28
NH Portion 70%							3,614.40	3,614.40	3,614.40	3,614.40	3,614.40	3,614.40	21,686.39
MMC Portion 30%							1,549.03	1,549.03	1,549.03	1,549.03	1,549.03	1,549.03	9,294.17
													Total
													61,961.11
													Total NH Portion
													37,176.67

Fort Bend **Total MMC Portion 24,784.44**
Total Refund \$ 11,057.56

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Total
NH Portion 50%	460.73		460.73	460.73	460.73	460.73							2,764.39
MMC Portion 50%	460.73		460.73	460.73	460.73	460.73							2,764.39
NH Portion 70%							645.02	645.02	645.02	645.02	645.02	645.02	3,870.15
MMC Portion 30%							276.44	276.44	276.44	276.44	276.44	276.44	1,658.63
													Total 11,057.56
													Total NH Portion 6,634.54
													Total MMC Portion 4,423.02

Solera
Total Refund \$ 97,105.87

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Total
NH Portion 50%	4,046.08		4,046.08	4,046.08	4,046.08	4,046.08							24,276.47
MMC Portion 50%	4,046.08		4,046.08	4,046.08	4,046.08	4,046.08							24,276.47
NH Portion 70%							5,664.51	5,664.51	5,664.51	5,664.51	5,664.51	5,664.51	33,987.05
MMC Portion 30%							2,427.65	2,427.65	2,427.65	2,427.65	2,427.65	2,427.65	14,565.88
													Total 97,105.87
													Total NH Portion 58,263.52
													Total MMC Portion 38,842.35

Golden Creek
Total Refund \$ 196,691.01

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Total
NH Portion 50%	8,195.46		8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	98,345.51
MMC Portion 50%	8,195.46		8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	8,195.46	98,345.51
													Total 196,691.01
													Total NH Portion 98,345.51
													Total MMC Portion 98,345.51

Tuscany
Total Refund \$ (117,259.39) Total Owed to UHC \$117,259.39

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Total
NH Portion 50%	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-58,629.70
MMC Portion 50%	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-4,885.81	-58,629.70
													Total -117,259.39

Withhold \$58,629.70 from NH Wire Transfer

Total NH Portion -58,629.70
Total MMC Portion -58,629.70

Gulf Pointe
Total Refund \$ 32,947.31

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Total
NH Portion 50%	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80			13,728.05
MMC Portion 50%	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80	1,372.80			13,728.05
NH Portion 100%													
											2,745.61	2,745.61	5,491.22
												Total	32,947.31
												Total NH Portion	19,219.26
												Total MMC Portion	13,728.05

Bethany
Total Refund \$ 215,719.19

	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Total
NH Portion 50%	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30			89,883.00
MMC Portion 50%	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30	8,988.30			89,883.00
NH Portion 65%													
MMC Portion 35%													
											11,684.79	11,684.79	23,369.58
											6,291.81	6,291.81	12,583.62
												Total	215,719.19
												Total NH Portion	113,252.57
												Total MMC Portion	102,466.62

Memorial Medical Center
Nursing Home UPL
Weekly Cantex Transfer
Prosperity Accounts
3/25/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	ACH Transfer-In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Admission Center~~		146,339.26	145,777.43	87,773.44		88,335.27	87,773.44
						Bank Balance Variance	
						Leave in Balance	100.00
						January Interest	291.32
						February Interest	170.51
						Adjust Balance/Transfer Amt	87,773.44
~~Admission Center~~		168,252.22	168,225.47	224,510.05		225,036.80	224,510.05
						Bank Balance Variance	
						Leave in Balance	100.00
						January Interest	210.97
						February Interest	205.76
						Adjust Balance/Transfer Amt	224,510.05
~~Admission Center~~		201,916.45	194,851.65	403,311.65		410,376.45	403,311.64
						Bank Balance Variance	
						Leave in Balance	100.00
						Claim payments owed to Tuscany	6,344.00
						January Interest	342.73
						February Interest	278.08
						Adjust Balance/Transfer Amt	403,311.64
~~Admission Center~~		50,759.29	50,457.57	81,013.56		81,315.28	81,013.56
						Bank Balance Variance	
						Leave in Balance	100.00
						January Interest	101.37
						February Interest	100.35
						Adjust Balance/Transfer Amt	81,013.56
~~Admission Center~~		86,355.16	85,731.41	212,438.60		213,062.35	212,438.60
						Bank Balance Variance	
						Leave in Balance	100.00
						January Interest	276.76
						February Interest	246.97
						Adjust Balance/Transfer Amt	212,438.60
TOTAL TRANSFERS						1,009,047.29	
Approved: <i>Andrew De Los Santos</i>						3/25/2024	
ANDREW DE LOS SANTOS							

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

87,773.44 +
224,510.05 + ~~Admission~~
403,311.64 +
81,013.56 +
212,438.60 +
1,009,047.29 *

TOTALS

645,043.53	1,009,047.30	.	.	.	.	1,009,047.30

balances Overview

Account Name

*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$2,261,768.33	\$2,360,071.20	\$2,261,768.33	\$1,959,112.66
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$542.50	\$542.50	\$542.50	\$542.50
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$436.73	\$436.73	\$436.73	\$436.73
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD ✓	\$88,335.27 ✓	\$124,071.85	\$88,335.27	\$121,387.84
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR ✓	\$225,036.80 ✓	\$277,064.46	\$225,036.80	\$222,903.91
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT ✓	\$410,376.45 ✓	\$449,561.26	\$410,376.45	\$359,485.60
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON ✓	\$213,062.35 ✓	\$230,766.30	\$213,062.35	\$91,690.29
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND ✓	\$81,315.28 ✓	\$90,411.54	\$81,315.28	\$82,097.03
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$158,616.79	\$158,616.79	\$158,616.79	\$178,934.70
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$100.00	\$100.00	\$100.00	\$100.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$65,493.18	\$73,908.04	\$65,493.18	\$57,908.80
*5505 MMC -NH BETHANY SENIOR LIVING	\$222,403.82	\$222,403.82	\$222,403.82	\$159,058.30
*3407 MMC -NH TUSCANY VILLAGE	\$92,906.50	\$252,827.54	\$92,906.50	\$158,253.57
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$608,191.31	\$608,191.31	\$608,191.31	\$608,191.31
Total Balance	\$4,428,685.31	\$4,849,073.34	\$4,428,685.31	\$4,000,203.24

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
3/25/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Golden Creek		54,928.09	54,377.39	158,066.09		158,616.79	158,066.09
						Bank Balance Variance	158,616.79
						Leave In Balance	100.00

January Interest 246.88 ✓
February Interest 203.82 ✓

Adjust Balance/Transfer Amt 158,066.09 ✓

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: Andrew De Los Santos
ANDREW DE LOS SANTOS 3/25/2024

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Golden Creek

3/22/2024 Check 208
 3/21/2024 WIRE OUT NEXION HEALTH d/b/a GOLDEN CREEK HC
 3/21/2024 Deposit
 3/21/2024 GOLDENCREEKHEALT MERC DEP 1220356 9100001502
 3/21/2024 NOVITAS SOLUTION HCCLAIMPMT 676097 420000150
 3/20/2024 TSVS/TRANSFIRST CR CD DEP 543684555876917 91
 3/20/2024 TSVS/TRANSFIRST CR CD DEP 543684555876917 91
 3/20/2024 HNB - ECHO HCCLAIMPMT 746003411 440000236639
 3/19/2024 HNB - ECHO HCCLAIMPMT 746003411 440000200176
 3/19/2024 GOLDENCREEKHEALT MERC DEP 1220356 9100001585
 3/18/2024 AETNA AS01 HCCLAIMPMT 1588075964 51000016051

		MMCPORION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 &Lapse	QIPP TI	
20,317.91	-	-	-	-	-	-	-
34,059.48	-	-	-	-	-	-	-
-	98,636.62	-	-	-	-	-	98,636.62
-	400.00	-	-	-	-	-	400.00
-	49,658.89	-	-	-	-	-	49,658.89
-	2,045.00	-	-	-	-	-	2,045.00
-	547.23	-	-	-	-	-	547.23
-	4,256.20	-	-	-	-	-	4,256.20
-	288.15	-	-	-	-	-	288.15
-	924.00	-	-	-	-	-	924.00
-	1,300.00	-	-	-	-	-	1,300.00
54,377.39	158,066.09	-	-	-	-	-	158,066.09

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$2,261,768.33	\$2,360,071.20	\$2,261,768.33	\$1,959,112.66
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$542.50	\$542.50	\$542.50	\$542.50
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$436.73	\$436.73	\$436.73	\$436.73
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$88,335.27	\$124,071.85	\$88,335.27	\$121,387.84
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$225,036.80	\$277,064.46	\$225,036.80	\$222,903.91
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$410,376.45	\$449,561.26	\$410,376.45	\$359,485.60
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$213,062.35	\$230,766.30	\$213,062.35	\$91,690.29
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$81,315.28	\$90,411.54	\$81,315.28	\$82,097.03
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE ✓	\$158,616.79 ✓	\$158,616.79	\$158,616.79	\$178,934.70
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$100.00	\$100.00	\$100.00	\$100.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$65,493.18	\$73,908.04	\$65,493.18	\$57,908.80
*5506 MMC -NH BETHANY SENIOR LIVING	\$222,403.82	\$222,403.82	\$222,403.82	\$159,058.30
*3407 MMC -NH TUSCANY VILLAGE	\$92,906.50	\$252,827.54	\$92,906.50	\$158,253.57
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$608,191.31	\$608,191.31	\$608,191.31	\$608,191.31
Total Balance	\$4,428,685.31	\$4,849,073.34	\$4,428,685.31	\$4,000,203.24

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
3/25/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Chs Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Gulf Point Plaza - Prosperity~~		18,718.37	18,618.37				100.00	no transfer
						Bank Balance	100.00	
						Variance	100.00	
						Leave in Balance	100.00	
						Adjust Balance/Transfer Amt		
Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Chs Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Gulf Point Plaza - Prosperity~~		11,127.02	11,027.02	65,993.18			65,493.18	58,519.18
						Bank Balance	65,493.18	
						Variance	65,493.18	
						Leave in Balance	100.00	
						Claim Payment Transfer to Broadmoor	6,880.00	
						Adjust Balance/Transfer Amt	58,519.18	
TOTAL TRANSFERS							58,519.18	

Routing Information for Gulf Point 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: Andrew De Los Santos
ANDREW DE LOS SANTOS 3/25/2024



APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

QIP Portals Print - QIP Pay

3/21/2024 WIRE OUT HMG Rockport SNF, LP - Commerical

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
18,618.37							-
18,618.37							-

QIP Portals Print - QIP Pay

3/22/2024 MERCHANT BANKCD DEPOSIT 496478518889 9100001
3/22/2024 WPS-TMEP CONTRAC HCCLAIMPMT 2503431710 21000
3/22/2024 NORIDIAN J3A HCCLAIMPMT 675892 4200001704096
3/21/2024 WIRE OUT HMG Rockport SNF, LP - Commerical
3/21/2024 Deposit
3/21/2024 NORIDIAN J3A HCCLAIMPMT 675892 4200001503055
3/20/2024 MERCHANT BANKCD DEPOSIT 496478518889 9100001
3/18/2024 NORIDIAN J3A HCCLAIMPMT 675892 4200001256723

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	1,927.95						1,927.95
-	1,836.00						1,836.00
-	3,820.43						3,820.43
11,027.02							-
-	2,961.62						2,961.62
-	46,365.76						46,365.76
-	925.00						925.00
-	7,556.42						7,556.42
11,027.02	65,393.18	-	-	-	-	-	65,393.18
29,645.39	65,393.18	-	-	-	-	-	65,393.18

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$2,261,768.33	\$2,360,071.20	\$2,261,768.33	\$1,959,112.66
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$542.50	\$542.50	\$542.50	\$542.50
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$436.73	\$436.73	\$436.73	\$436.73
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$88,335.27	\$124,071.85	\$88,335.27	\$121,387.84
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$225,036.80	\$277,064.46	\$225,036.80	\$222,903.91
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$410,376.45	\$449,561.26	\$410,376.45	\$359,485.60
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$213,062.35	\$230,766.30	\$213,062.35	\$91,690.29
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$81,315.28	\$90,411.54	\$81,315.28	\$82,097.03
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$158,616.79	\$158,616.79	\$158,616.79	\$178,934.70
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY ✓	\$100.00 ✓	\$100.00	\$100.00	\$100.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID ✓	\$65,493.18 ✓	\$73,908.04	\$65,493.18	\$57,908.80
*5506 MMC -NH BETHANY SENIOR LIVING	\$222,403.82	\$222,403.82	\$222,403.82	\$159,058.30
*3407 MMC -NH TUSCANY VILLAGE	\$92,906.50	\$252,827.54	\$92,906.50	\$158,253.57
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$608,191.31	\$608,191.31	\$608,191.31	\$608,191.31
Total Balance	\$4,428,685.31	\$4,849,073.34	\$4,428,685.31	\$4,000,203.24

Memorial Medical Center
 Nursing Home UPL
 Weekly Tuscany Transfer
 Prosperity Accounts
 3/25/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Chs Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Tuscany~~		119,105.39	119,005.39	92,806.50			92,906.50	92,806.50
						Bank Balance Variance	92,906.50	
						Leave in Balance	100.00	

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.

Adjust Balance/Transfer Amt 92,806.50
 Approved: Andrew De Los Santos
 ANDREW DE LOS SANTOS 3/25/2024

APPROVED
 ON
 MAR 25 2024
 BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

Iluscanv/Make

3/22/2024 Check 1150
3/22/2024 HNB - ECHO HCCLAIMPMT 746003411 440000207605
3/21/2024 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE
3/21/2024 Deposit
3/21/2024 HNB - ECHO HCCLAIMPMT 746003411 440000269160
3/21/2024 HNB - ECHO HCCLAIMPMT 746003411 440000269160
3/21/2024 HNB - ECHO HCCLAIMPMT 746003411 440000269531
3/21/2024 NOVITAS SOLUTION HCCLAIMPMT 676201 420000150
3/20/2024 HNB - ECHO HCCLAIMPMT 746003411 440000236638

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	
65,594.81	-	-	-	-	-	-	-
-	247.74	-	-	-	-	-	247.74
53,410.58	-	-	-	-	-	-	-
-	947.84	-	-	-	-	-	947.84
-	10,150.90	-	-	-	-	-	10,150.90
-	39,596.04	-	-	-	-	-	39,596.04
-	4,267.07	-	-	-	-	-	4,267.07
-	10,436.38	-	-	-	-	-	10,436.38
-	27,160.53	-	-	-	-	-	27,160.53
119,005.39	92,806.50	-	-	-	-	-	92,806.50

Deductions Overview

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$2,261,768.33	\$2,360,071.20	\$2,261,768.33	\$1,959,112.66
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$542.50	\$542.50	\$542.50	\$542.50
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$436.73	\$436.73	\$436.73	\$436.73
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$88,335.27	\$124,071.85	\$88,335.27	\$121,387.84
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$225,036.80	\$277,064.46	\$225,036.80	\$222,903.91
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$410,376.45	\$449,561.26	\$410,376.45	\$359,485.60
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$213,062.35	\$230,766.30	\$213,062.35	\$91,690.29
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$81,315.28	\$90,411.54	\$81,315.28	\$82,097.03
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$158,616.79	\$158,616.79	\$158,616.79	\$178,934.70
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$100.00	\$100.00	\$100.00	\$100.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$65,493.18	\$73,908.04	\$65,493.18	\$57,908.80
*5506 MMC -NH BETHANY SENIOR LIVING	\$222,403.82	\$222,403.82	\$222,403.82	\$159,058.30
*3407 MMC -NH TUSCANY VILLAGE ✓	\$92,906.50 ✓	\$252,827.54	\$92,906.50	\$158,253.57
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$608,191.31	\$608,191.31	\$608,191.31	\$608,191.31
Total Balance	\$4,428,685.31	\$4,849,073.34	\$4,428,685.31	\$4,000,203.24

Memorial Medical Center
Nursing Home UPL
Weekly HSL Transfer
Prosperity Accounts
3/25/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Chs Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Bethany Senior Living		105,387.49	104,724.68	221,741.01			222,403.82	221,741.01
						Bank Balance	222,403.82	
						Variance		
						Leave in Balance	100.00	

January Interest 260.87
February Interest 301.94

Adjust Balance/Transfer Amt 221,741.01

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: *Andrew De Los Santos*
ANDREW DE LOS SANTOS 3/25/2024

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

REVENUE - 2024 LYND

3/22/2024 Check 1039
3/22/2024 NOVITAS SOLUTION HCCLAIMPMT 676481 420000100
3/22/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113016 2
3/21/2024 WIRE OUT PORT LAVACA NH, LLC
3/21/2024 Deposit
3/21/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113016 2
3/19/2024 Deposit
3/19/2024 Deposit
3/18/2024 Deposit

MMC PORTION						NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	
18,051.44	75,111.49	-	-	-	-	75,111.49
-	6,285.47	-	-	-	-	6,285.47
86,673.24	65,192.09	-	-	-	-	65,192.09
-	2,079.01	-	-	-	-	2,079.01
-	2,167.93	-	-	-	-	2,167.93
-	57,693.18	-	-	-	-	57,693.18
-	13,211.84	-	-	-	-	13,211.84
-	-	-	-	-	-	-
104,724.68	221,741.01	-	-	-	-	221,741.01

DUPLICATE Overview

Account Name				
*4357 MEMORIAL MEDICAL CENTER - OPERATING	\$2,261,768.33	\$2,360,071.20	\$2,261,768.33	\$1,959,112.66
*4365 MEMORIAL MEDICAL CENTER - CLINIC SERIES 2014	\$542.50	\$542.50	\$542.50	\$542.50
*4373 MEMORIAL MEDICAL CENTER - PRIVATE WAIVER CLEARING	\$436.73	\$436.73	\$436.73	\$436.73
*4381 MEMORIAL MEDICAL CENTER / NH ASHFORD	\$88,335.27	\$124,071.85	\$88,335.27	\$121,387.84
*4403 MEMORIAL MEDICAL CENTER / NH BROADMOOR	\$225,036.80	\$277,064.46	\$225,036.80	\$222,903.91
*4411 MEMORIAL MEDICAL CENTER / NH CRESCENT	\$410,376.45	\$449,561.26	\$410,376.45	\$359,485.60
*4438 MEMORIAL MEDICAL CENTER / SOLERA AT WEST HOUSTON	\$213,062.35	\$230,766.30	\$213,062.35	\$91,890.29
*4446 MEMORIAL MEDICAL CENTER / NH FORT BEND	\$81,315.28	\$90,411.54	\$81,315.28	\$82,097.03
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$158,616.79	\$158,616.79	\$158,616.79	\$178,934.70
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$100.00	\$100.00	\$100.00	\$100.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$65,493.18	\$73,908.04	\$65,493.18	\$57,908.80
*5506 MMC -NH BETHANY SENIOR LIVING ✓	\$222,403.82 ✓	\$222,403.82	\$222,403.82	\$159,058.30
*3407 MMC -NH TUSCANY VILLAGE	\$92,906.50	\$252,827.54	\$92,906.50	\$158,253.57
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$608,191.31	\$608,191.31	\$608,191.31	\$608,191.31
Total Balance	\$4,428,685.31	\$4,849,073.34	\$4,428,685.31	\$4,000,203.24

MEMORIAL MEDICAL CENTER

CHECK REQUEST - *Gulf Pointe*

P

Broadmoor /

Date Requested:

3/25/2024

A

Y

E

E

APPROVED
ON

MAR 25 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT:

\$ 6,880.00 ✓

G/L NUMBER:

21700007

EXPLANATION:

Claim payment transfer from Gulf Pointe to Broadmoor ✓

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY:

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03/27/24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
AMBULANCE OPERATIONS-GENERAL	290	ADVERTISING	60012	PORT LAVACA WAVE	62340	3000700...	GNL AMB OP 2/7 PUBLIC NOTICE AD	62.80	
			60012	PORT LAVACA WAVE	62340	3000701...	GNL AMB OP 2/21 PUBLIC NOTICE AD	62.80	
AMBULANCE OPERATIONS-GENERAL	Total 290							125.60	0.00
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	TURTLE & HUGHES INC	3635	6291562...	MAINT 3/6 LIGHT BULBS- CH	52.95	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615502...	MAINT 3/12 ACT# 287022659855 PHONE 2/13- 3/12	220.46	
		UTILITIES-AG BLDG/FAIRGROUNDS	66602	CITY OF PORT LAVACA	861	1415150...	MOSO/BAUER/AG 3/19 ACT# 14-1515-00 WATER 2/15- 3/15	235.89	
			66602	CITY OF PORT LAVACA	861	1415200...	MOSO/BAUER/AG 3/19 ACT# 14-1520-00 WATER 2/15- 3/15	97.29	
		IMPROVEMENTS-FAIRGRO...	73193	VCS SECURITY SYSTEMS, INC.	8244	265181	MAINT 12/28 BEB ACCESS ENTRY FOR FRONT DOORS	7,744.14	
BUILDING MAINTENANCE	Total 170							8,350.73	0.00
COMMISSIONERS COURT	230	DUES	54020	COUNTY JUDGES AND	884	PO2024...	COM CRT 3/12 2024 DUES	2,160.00	
COMMISSIONERS COURT	Total 230							2,160.00	0.00
COUNTY CLERK	250	MISCELLANEOUS	63920	TEXAS DEPT OF STATE HEALTH	1512	2021394	CO CLK 3/1 FEB 2024 REMOTE BIRTH ACCESS	69.54	
COUNTY CLERK	Total 250							69.54	0.00
COUNTY COURT-AT-LAW	410	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	140429	CRT@LAW/ 2/29 WATER COOLER RENTAL	123.00	
		MACHINE MAINTENANCE	63500	XEROX CORPORATION	9001	0209337...	CRT@LAW/ 3/6 COPIER LEASE 1/30- 2/29	74.17	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.27.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY COURT-AT-LAW	Total 410							197.17	0.00
COUNTY TAX COLLECTOR	200	DELINQUENT TAX ATTORNEY FEES	61700	MCCREARY VESELKA BRAGG	5088	PODTA2...	TAX A/C 3/6 FEB 2024 DTA FEES	4,513.38	
COUNTY TAX COLLECTOR	Total 200							4,513.38	0.00
COUNTY TREASURER	210	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	37539537	TREAS 3/5 MARKERS	14.18	
			53020	QUILL LLC	6602	37551740	TREAS 3/5 ENVELOPES, FOLDERS	134.05	
		INSURANCE-SURETY BONDS	62878	CNA SURETY	2760	7153484...	TREAS 4/17 OFFICE BOND# 71534841 4/17/24 - 4/17/25	200.00	
		MACHINE MAINTENANCE	63300	CSI	8885	126480	TREAS 3/15 APRIL 2024 ALARM MONITORING	35.00	
COUNTY TREASURER	Total 210							383.23	0.00
DISTRICT CLERK	420	PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	35932193	DIST CLK 2/13 COPIER LEASE	244.00	
			53030	GREAT AMERICA FINANCIAL	2751	36111375	DIST CLK 3/11 COPIER LEASE	244.00	
DISTRICT CLERK	Total 420							488.00	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050	DISHER DAVID A	1398	2024059	DIST CRT 3/14 C# 2019-CR-8123-DC A. ESPINO	1,030.00	
			60050	DISHER DAVID A	1398	2024069	DIST CRT 3/18 C# 24-PF-0008-DC/ 2024-CR-8947-DC SANDOVAL, JR	810.00	
			60050	HINDS RICHARD ORRIN	30830	2024070	DIST CRT 3/15 C# 2021-CR-8387-DC J. MILLER	350.00	
			60050	HINDS RICHARD ORRIN	30830	2024071	DIST CRT 3/18 C# 2024-CR-8932-DC M. SCHROEDER, JR	450.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.27.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			60050	HINDS RICHARD ORRIN	30830	2024072	DIST CRT 3/18 23-PF-0133/0134-DC/ 2023-CR-8921-DC C. CALZADA	450.00	
			60050	RIVERA JOE A	3449	2024062	DIST CRT 3/14 C# 2021-CR-8529-DC O. LYRA	350.00	
			60050	RIVERA JOE A	3449	2024063	DIST CRT 3/14 C# 2020-CR-8373-DC E. LOPEZ	350.00	
			60050	RIVERA JOE A	3449	2024068	DIST CRT 3/14 C# 2023-CR-8805-DC R. GRIMES, II	450.00	
			60050	BEELER JAMES R	499	2024060	DIST CRT 3/14 C# 2022-CR-8564-DC A. NIETO	350.00	
			60050	BEELER JAMES R	499	2024061	DIST CRT 3/14 C# 2023-CR-8820-DC C. ROBINSON	450.00	
			60050	L CHRIS ILES PC	8844	2024066	DIST CRT 3/14 C# 2024-CR-8935-DC K. BRUNSEN	1,580.00	
			60050	L CHRIS ILES PC	8844	2024067	DIST CRT 3/14 C# 2024-CR-8938-DC K. BRUNSEN	100.00	
			60050	CLARK JERRY	9858	2024064	DIST CRT 3/14 C# 2023-CR-8917-DC D. FREUDENSPRUNG	1,050.00	
			60050	CLARK JERRY	9858	2024065	DIST CRT 3/14 C# 2023-CR-8888-DC S. URBINA	2,300.00	
DISTRICT COURT	Total 430							10,070.00	0.00
ELECTIONS	270	ELECTION SUPPLIES	53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2079...	ELEC 3/1 LAYOUT CHARGE 1-500 FACES	43.50	
ELECTIONS	Total 270							43.50	0.00
EMERGENCY MANAGEMENT	630	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615501...	EMER MGMT 3/11 ACT# 826404791 PHONE 2/12-3/11	138.75	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.27.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
EMERGENCY MANAGEMENT	Total 630							138.75	0.00
EMERGENCY MEDICAL SERVICES	345	BUILDING SUPPLIES/PARTS	53610	GULF COAST PAPER CO INC	2619	2512239	EMS 3/12 LAUNDRY SOAP, TRASH LINERS	280.86	
			53610	MOON ALAN R	52	35559	EMS 2/29 CLOTHES DRYER TIMER	120.00	
		SUPPLIES/OPERATING EXPENSES	53980	AIRGAS USA, LLC	136	5506384...	EMS 2/29 FEB 2024 CYLINDER RENTAL	1,482.90	
			53980	AIRGAS USA, LLC	136	9147487...	EMS 3/1 OXYGEN	562.39	
			53980	TELEFLEX LLC	166	9508142...	EMS 3/6 IO NEEDLE SET	1,345.50	
			53980	TELEFLEX LLC	166	9508161...	EMS 3/11 HUMERAL HEAD TRAINING BONE	42.50	
			53980	CREATIVE PRODUCT SOURCE INC	223	CP11026...	EMS 3/13 EMPLOYEE PENS	676.15	
			53980	BOUND TREE MEDICAL, LLC	412	85269863	EMS 3/5 SYRINGES, BANDAGES, CPAP MASKS, EKG PAPER	1,930.49	
			53980	BOUND TREE MEDICAL, LLC	412	85269864	EMS 3/5 IGEL	140.35	
			53980	BOUND TREE MEDICAL, LLC	412	85277266	EMS 3/12 MIDAZOLAM	115.18	
			53980	MED-TECH RESOURCE, INC.	5198	146690	EMS 2/28 LABETALOL	162.56	
			53980	MED-TECH RESOURCE, INC.	5198	146888	EMS 3/11 LIFEPAK BATTERIES	1,089.37	
		COLLECTIONS-ACCOUNTS RECEIVABLE	60890	EMERGICON LLC	2870	14895	EMS 2/29 FEB 2024 COLLECS	11,287.92	
		CONTINUING EDUCATION	61080	SOUTHWEST TEXAS REGIONAL	3660	2024RG...	EMS 3/13 CONF REG- D. JENKINS, E. ROJAS 6/17- 6/19	550.00	
		DEPARTMENTAL REPAIRS	61710	AGUIRRE SHAWN	92020	QBS151	EMS 1/18 REPAIR LEAKING COPPER PIPE	381.05	
		EMPLOYMENT EXPENSES	62430	MEMORIAL MEDICAL CLINIC	5971	271007	EMS 2/5 PRE-EMPLOYMENT EXAM	32.50	
		MACHINE MAINTENANCE	63500	O REILLY AUTO PARTS	5803	0575352...	EMS 2/18 FREON & FUSE HOLDERS	137.29	
			63500	O REILLY AUTO PARTS	5803	0575353...	EMS 2/25 RADIO MAINT CART	155.07	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.27.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
MACHINERY/EQUIPMENT REPAIRS			63530	KILLEBREW INC	3217	281455	EMS 3/7 M2 REPAIRS	725.81	
			63530	O REILLY AUTO PARTS	5803	0575349...	EMS 1/29 FUEL SENSOR REPAIR	27.45	
			63530	O REILLY AUTO PARTS	5803	0575350...	EMS 2/3 EVAPORATOR SYSTEM MODULE-M6	24.37	
			63530	O REILLY AUTO PARTS	5803	0575350...	EMS 2/3 CREDIT ON RETURNED PART		24.37
			63530	O REILLY AUTO PARTS	5803	0575351...	EMS 2/12 FUSE & FUSE HOLDER	10.28	
			63530	O REILLY AUTO PARTS	5803	0575351...	EMS 2/13 RADIATOR & ANTIFREEZE- M4	275.90	
			66590	FIKES BROOK	2180	2010	EMS 3/4 UNIFORM EMBROIDERY	91.95	
			66590	GALLS LLC	2614	0271513...	EMS 2/21 UNIFORMS	27.60	
			66590	GALLS LLC	2614	0272317...	EMS 2/29 UNIFORMS	227.04	
			66600	CITY OF PORT LAVACA	861	1452250...	EMS 3/19 ACT# 14-5225-00 WATER 2/15- 3/15	156.85	
VEHICLE FUEL/OIL/SERVICE			67120	ARNOLD OIL COMPANY - VICTORIA	1472	102K144...	EMS 3/5 AMBULANCE OIL.	1,504.66	
EMERGENCY MEDICAL SERVICES	Total 345							23,563.99	24.37
EXTENSION SERVICE	110	GENERAL OFFICE SUPPLIES	53020	DRIESSEN WATER INC	6245	4252689	EXT SVC 2/27 WATER	37.20	
			53020	DRIESSEN WATER INC	6245	4258401	EXT SVC 2/29 LATE FEE	5.00	
			61340	XEROX CORPORATION	9001	0208714...	EXT SVC 3/2 COPIER LEASE 1/21- 2/30	210.76	
			66192	AT&T MOBILITY	5209	3619209...	EXT SVC 2/19 ACT# 287335811011 PHONE 1/20- 2/19	40.74	
EXTENSION SERVICE	Total 110							293.70	0.00
FIRE PROTECTION-POINT COMFORT	660	SUPPLIES-MISCELLANEOUS	53992	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	PC VFD 3/12 OIL, FILTER, MISC SUPP- U634	223.26	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	PC VFD 3/12 BATTERY CABLES, MISC SUPP	104.03	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.27.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
FIRE PROTECTION-POINT COMFORT	Total 660							327.29	0.00
FIRE PROTECTION-PORT OCONNOR	680	SUPPLIES/OPERATING EXPENSES	53980	O REILLY AUTO PARTS	5803	0575353...	POC VFD 2/23 RADIATOR	551.52	
FIRE PROTECTION-PORT OCONNOR	Total 680							551.52	0.00
FIRE PROTECTION-SIX MILE	695	SERVICES	65740	SIDDONS-MARTIN EMERGENCY GROUP	8192	3160000...	6MILE VFD 2/26 PUMP TEST	570.00	
FIRE PROTECTION-SIX MILE	Total 695							570.00	0.00
HUMAN RESOURCES	265	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	37456513	HR 2/28 KEYBOARD/MOUSE COMBO	79.79	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615501...	HR 3/11 ACT# 826404791 PHONE 2/12-3/11	46.25	
HUMAN RESOURCES	Total 265							126.04	0.00
JAIL OPERATIONS	180	JAIL MAINTENANCE/SUPPLIES	53420	PERFORMANCE FOOD GROUP INC	63650	2956003	JAIL 3/14 SANITIZER	36.08	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	2952466	JAIL 3/7 INMATE GROCERIES	2,368.93	
			53955	PERFORMANCE FOOD GROUP INC	63650	2953969	JAIL 3/11 INMATE GROCERIES	1,657.56	
			53955	PERFORMANCE FOOD GROUP INC	63650	2956003	JAIL 3/14 INMATE GROCERIES	1,040.23	
			53955	PERFORMANCE FOOD GROUP INC	63650	2957675	JAIL 3/18 INMATE GROCERIES	1,923.38	
			53955	PERFORMANCE FOOD GROUP INC	63650	2959653	JAIL 3/21 INMATE GROCERIES	2,412.04	
JAIL OPERATIONS	Total 180							9,438.22	0.00

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JUSTICE OF PEACE PRECINCT #2	460	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	37481744	JP2 2/29 FOLDERS, TABS	109.62	
JUSTICE OF PEACE PRECINCT #2	Total 460							109.62	0.00
JUSTICE OF PEACE-PRECINCT #4	480	TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMC10...	CALCO 3/19 ACT# 08615304863 LONG DISTANCE SVC	1.79	
JUSTICE OF PEACE-PRECINCT #4	Total 480							1.79	0.00
JUSTICE OF PEACE-PRECINCT #5	490	TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMC10...	CALCO 3/19 ACT# 08615304863 LONG DISTANCE SVC	1.85	
JUSTICE OF PEACE-PRECINCT #5	Total 490							1.85	0.00
LIBRARY	140	INTERNET SERVICES	62955	FRONTIER COMMUNICATIONS	2855	3611970...	LIBRARY 3/10 ACT# 361-197-0199-070623-5 INTERNET 3/10-4/9	178.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615524...	LIBRARY 3/13 ACT# 361-552-4926-101592-5 PHONE 3/13-4/12	114.13	
			66192	FRONTIER COMMUNICATIONS	2855	3615527...	LIBRARY 3/13 ACT# 361-552-7323-042491-5 PHONE 3/13-4/12	212.32	
			66192	MCI MEGA PREFERRED	5035	POMC10...	CALCO 3/19 ACT# 08615304863 LONG DISTANCE SVC	5.21	
		BOOKS & PRINT MATL-LIBRARY	70550	CENGAGE LEARNING, INC.	26020	84010018	LIBRARY 3/6 (8) BOOKS	249.52	
			70550	CENGAGE LEARNING, INC.	26020	84022787	LIBRARY 3/8 (4) BOOKS	107.96	
			70550	BAKER & TAYLOR CENTER POINT LARGE PRINT	403	5018786...	LIBRARY 2/27 (13) BOOKS	193.26	
			70550		776	2078495	LIBRARY 3/1 (2) BOOKS	49.14	

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LIBRARY	Total 140	E-FORMAT/DIGITAL MATL-LIBRARY	71146	SCHOLASTIC INC	7033	57392678	LIBRARY- ALL BRANCHES 2/29 TEACHABLES SIT MM	730.00	
MISCELLANEOUS	280	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3611970...	CH 3/13 ACT# 361-197-0090- 041323-5 PHONE 3/13- 4/12	907.36	
			66192	FRONTIER COMMUNICATIONS	2855	3615321...	MODEM 3/16 ACT# 361-552-1476- 082207-5 3/16- 4/15	78.64	
			66192	FRONTIER COMMUNICATIONS	2855	3615534...	CH/ANNEX 3/13 ACT# 361-553-4465- 011607-5 PHONE 3/13- 4/12	1,723.18	
			66192	FRONTIER COMMUNICATIONS	2855	3615534...	ANNEX 3/13 ACT# 361-553-4645- 012307-5 PHONE 3/13- 4/12	278.33	
			66192	MCI MEGA PREFERRED	5035	POMC10...	CALCO 3/19 ACT# 08615304863 LONG DISTANCE SVC	48.80	
MISCELLANEOUS	Total 280							3,036.31	0.00
MUSEUM	150	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	37466758	MUSEUM 2/29 DOUBLE SIDED FOAM TAPE	439.98	
		SUPPLIES-MISCELLANEOUS	53020	QUILL LLC	6602	37481986	MUSEUM 2/29 STAPLES	1.43	
			53992	QUILL LLC	6602	37466671	MUSEUM 2/29 VACUUM CLEANER	89.99	
		DUES	54020	AASLH	112	PO687	MUSEUM 3/6 2024 DUES	118.00	
MUSEUM	Total 150							649.40	0.00
ROAD AND BRIDGE-PRECINCT #1	540	MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB1 3/13 U JOINT	17.43	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB1 3/13 UNIV JOINT SNAP RING	4.78	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RB1 3/14 T-BOLT, HD CLAMPS	15.59	
		GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	6514924...	RB1 3/13 1323G DIESEL, 1201G UNLEADED	7,562.25	

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		TOOLS	53595	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RBI 3/13 BRAKE HONE	21.65	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63191	186473	RBI 3/12 HARDWARE	14.32	
			53992	THIRD COAST DISTRIBUTING, LLC	75930	023356	RBI 3/11 FLOOR DRY	12.79	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301113...	RBI 3/14 STEEL BRUSH	5.02	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4186321...	RBI 3/14 UNIFORMS	100.55	
		EQUIPMENT RENTAL	62510	AIRGAS USA, LLC	136	5506388...	RBI 2/29 FEB 2024 CYLINDER RENTAL	90.25	
		TRAVEL IN COUNTY	66476	TORRES ANGELA P	EM...	POS403...	RBI 3/19 REIMB IN-CNTY TRAVEL 1/3 - 3/18	152.76	
		UTILITIES-PARKS	66614	CITY OF PORT LAVACA	861	1421050...	CHOC BAY PK 3/19 ACT# 14-2105-00 WATER 2/15-3/15	83.16	
			66614	CITY OF PORT LAVACA	861	1421100...	CHOC BAY PK 3/19 ACT# 14-2110-00 WATER 2/15-3/15	38.64	
ROAD AND BRIDGE-PRECINCT #1	Total 540							8,119.19	0.00
		MACHINERY PARTS/SUPPLIES	53210	NUECES FARM CENTER INC	5406	47327V	RB2 3/18 WINDOW-CASE BACKHOE	247.21	
ROAD AND BRIDGE-PRECINCT #2		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4186006...	RB2 3/12 SCRAPER MAT	3.98	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63192	186477	RB2 3/12 FASTENERS, MOUSE TRAPS	7.38	
			53992	GULF COAST HARDWARE LLC	63192	186519	RB2 3/13 VELCRO	13.18	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4186006...	RB2 3/12 UNIFORMS	63.81	
		MISCELLANEOUS	63920	TEXAS DEPT. OF AGRICULTURE	7641	02046949	RB2 3/6 POLITICAL APPLICATOR LICENSE-J. FLORES	75.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615529...	RB2 3/13 ACT# 361-552-9656- 010165-5 PHONE 3/13- 4/12	182.30	

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ROAD AND BRIDGE-PRECINCT #2	Total 550		66192	INFINIUM BROADBAND INTERNET	3378	71996	RB2 3/22 ACT# ACC0002074 INTERNET 3/22-4/22	150.00	
								742.86	0.00
ROAD AND BRIDGE-PRECINCT #3	560	MACHINERY PARTS/SUPPLIES	53210	TRL-WHOLESALE COMPANY, INC.	7637	9301113...	RB3 3/14 LAWN MOWER BATTERY	52.89	
		GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	6518224...	RB3 3/14 500G DIESEL, 449G UNLEADED	2,903.74	
		TOOLS	53595	GULF COAST HARDWARE LLC	63193	186469	RB3 3/12 SCREWDRIVER SET	26.99	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	938	4186169...	RB3 3/13 FRESHENER	6.00	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63193	186432	RB3 3/11 ZIP TIES	18.47	
			53992	GULF COAST HARDWARE LLC	63193	186469	RB3 3/12 OFFSET, TUBE	32.93	
			53992	GULF COAST HARDWARE LLC	63193	186555	RB3 3/14 ZIP TIES	35.78	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4186169...	RB3 3/13 UNIFORMS	74.72	
		EQUIPMENT RENTAL	62510	ANDERSON MACHINERY CO., INC.	13	R50104	RB3 3/12 BOMAG PADFOOT ROLLER RENTAL 3/12 - 4/8	4,907.82	
			62510	AIRGAS USA, LLC	136	5506383...	RB3 2/29 FEB 2024 CYLINDER RENTAL	118.94	
		GARBAGE COLL.-OLIVIA	62672	WHITE TRASH SERVICES	1952	195163	RB3 3/22 APRIL 2024 TRASH SVC	187.35	
		MISCELLANEOUS	63920	JACKSON ELECTRIC COOP, INC.	3802	173665	RB3 2/29 LABOR FOR GENERATOR @ OFFICE	325.00	
			63920	VALIN CORPORATION	45210	3651877	RB3 3/15 FIELD SVC ON OIL TANK	1,435.00	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3617461...	RB3 3/3 ACT# 287275183899 PHONE 3/4-4/3	171.73	
		CAPITAL OUTLAY	70750	INGRAM READYMIX INC.	3401	1169121	RB3 2/7 CONCRETE FOR NEW WATER TANK @ YARL	1,087.00	
ROAD AND BRIDGE-PRECINCT #3	Total 560							11,384.36	0.00

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ROAD AND BRIDGE-PRECINCT #4	570	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	37648724	RB4 3/11 CLEANER, CLIPS	25.65	
		MACHINERY PARTS/SUPPLIES	53210	TRL-WHOLESALE COMPANY, INC.	7637	9301113...	RB4 3/4 VALVES	100.72	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301113...	RB4 3/12 WIRING LUG, SOLENOID, CABLES & TERMINALS	156.61	
		ROAD & BRIDGE SUPPLIES	53510	MAREK AND MAREK TRUCK WASH INC	4058	14243	RB4 3/4 162.51T 1-3/4" LIMESTONE GRADE 2 BASE	6,069.75	
			53510	MAREK AND MAREK TRUCK WASH INC	4058	14250	RB4 3/5 162.04T 1-3/4" LIMESTONE GRADE 2 BASE	6,052.19	
			53510	QUALITY HOT MIX INC	6603	28744	RB4 3/14 158-76T HOT MIX COLD LAID- POC	18,865.45	
		SUPPLIES-MISCELLANEOUS	53992	CINTAS CORPORATION LOC. 083	958	4186588...	RB4 3/18 MISC SUPP	9.00	
			53992	CINTAS CORPORATION LOC. 083	958	4187305...	RB4 3/25 MISC SUPP	9.00	
		GARBAGE COLL-POC PARKS	62664	WHITE TRASH SERVICES	1952	190678	RB4 3/22 APRIL 2024 POC TRASH SVC	346.68	
		GARBAGE COLL-SEADRIFT	62676	WHITE TRASH SERVICES	1952	190677	RB4 3/22 SEA APRIL 2024 TRASH SVC	624.02	
		MISCELLANEOUS	63920	DIAMOND INSPECTIONS #2	1422	11732	RB4 3/13 STATE INSPECTION	7.00	
			63920	DIAMOND INSPECTIONS #2	1422	11734	RB4 3/13 STATE INSPECTION	7.00	
			63920	KERRI BOYD, TAX ASSESSOR	4041	1437574...	RB4 3/13 REGISTRATION	7.50	
			63920	KERRI BOYD, TAX ASSESSOR	4041	1568086...	RB4 3/13 REGISTRATION	7.50	
		OUTSIDE SERVICES	64400	DOUGLAS EVALLEE	3778	MAR24	RB4 3/14 MAR 2024 CLEANING SVC- SEA OFFICE	300.00	
		TELEPHONE SERVICES	66192	MC1 MEGA PREFERRED	5035	POMC10...	CALCO 3/19 ACT# 08615304863 LONG DISTANCE SVC	2.51	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4186588...	RB4 3/18 UNIFORMS	79.74	
			66590	CINTAS CORPORATION LOC. 083	958	4187305...	RB4 3/25 UNIFORMS	79.74	

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ROAD AND BRIDGE-PRECINCT #4	Total 570	UTILITIES	66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 3/18 ACT# 981270-004 2/26-2/29 FINAL	52.17	
								32,802.23	0.00
SHERIFF	760	GENERAL OFFICE SUPPLIES	53020	DRIESSEN WATER INC	6245	4156965	SO 1/22 WATER	114.75	
			53020	DRIESSEN WATER INC	6245	4272549	SO 3/12 WATER	51.30	
		TIRES AND TUBES	53520	FIRESTONE OF FORT LAVACA LLC	5584	0085181	SO 3/14 (4) TIRES- U3	547.96	
			53520	CARY'S TIRE & AUTOMOTIVE LLC	89820	30051	SO 3/14 MNT/BAL (1) TIRE- U39	37.48	
		AUTOMOTIVE REPAIRS	60360	KNEUPPER CARROLL	3678	42230	SO 3/11 OIL CHANGE- U11	150.25	
			60360	CARY'S TIRE & AUTOMOTIVE LLC	89820	30033	SO 3/12 BRAKES- U39	819.50	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	2100064...	SO 3/13 ACT# 210-006-4378- 100174-5 PHONE 3/13- 4/12	5.00	
			66192	MCI MEGA PREFERRED	5035	POMC10...	CALCO 3/19 ACT# 08615304863 LONG DISTANCE SVC	8.79	
SHERIFF	Total 760							1,735.03	0.00
VETERANS SERVICES	790	TRAINING TRAVEL OUT OF COUNTY	66316	LANGFORD BILLY R.	EM...	POVSO...	VSO 3/13 REIMB MILEAGE- SUGARLAND, TX 3/20/24	144.72	
VETERANS SERVICES	Total 790							144.72	0.00
WASTE MANAGEMENT	380	MACHINERY PARTS/SUPPLIES	53210	DANIEL INDUSTRIES	3695	10494	WASTE MGMT 3/12 MISC PARTS- BIN REPAIR	10.98	
			53210	GULF COAST HARDWARE LLC	63192	186483	WASTE MGMT 3/12 PAINT THINNER, COVERALLS, BRUSH, MISC SUPP	211.66	
			53210	REGIONAL STEEL PRODUCTS INC	6803	1122953	WASTE MGMT 3/4 MISC PARTS/SUP- BIN REPAIRS	824.01	
		TOOLS	53595	GULF COAST HARDWARE LLC	63192	186310	WASTE MGMT 3/7 DRILL BIT, HARDWARE	50.39	
WASTE MANAGEMENT	Total 380							1,097.04	0.00

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 2610 - AIRPORT FUND

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NO DEPARTMENT	999	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615520...	AIRPORT 3/13 ACT# 361-552-0903- 021369-5 PHONE 3/13- 4/12	108.13	
NO DEPARTMENT	Total 999							108.13	0.00

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 2731 - LAW LIBRARY FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	BOOKS-LAW	70500	THOMSON REUTERS - WEST	8612	8498060...	LAW LIBRARY 3/1 FEB 2024 WEST SUBSCRIPTION CHGS	1,266.94	
NO DEPARTMENT	Total 999							1,266.94	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	RENTAL DEPOSITS	20820	POC CHAMPIONS CUP	RFL...	1002	POC CC 12/4 DEPOSIT REFUND	450.00	
		CLEANING-P.O.C. COMMUNITY CENTER	60870	DOUGLAS EVA LEE	3778	MAR24.	POC CC 3/14 MAR 2024 CLEANING SVC	600.00	
		UTILITIES-POC COMMUNITY CENTER	66616	WHITE TRASH SERVICES	1952	192920	POC CC 3/22 APRIL 2024 TRASH SVC	346.68	
NO DEPARTMENT	Total 999							1,396.68	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	PO2024...	TAX A/C 3/22 FEB 2024 TAX COLLECS	116.22	
			20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2024...	CALCO 3/22 FEB 2024 INTEREST EARNED-DISTRICTS	1.43	
			20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2024...	TAX A/C 3/22 MAR 2024 TAX COLLECS	25.32	
			20749	CALHOUN CO. WATER CONTROL	895	PO2024F...	TAX A/C 3/22 FEB 2024 TAX COLLECS	38.43	
			20749	CALHOUN CO. WATER CONTROL	895	PO2024...	CALCO 3/22 FEB 2024 INTEREST EARNED-DISTRICTS	2.90	
			20749	CALHOUN CO. WATER CONTROL	895	PO2024...	TAX A/C 3/22 MAR 2024 TAX COLLECS	5.69	
		DUE TO OTHERS	20751	MCCREARY VESELKA BRAGG	5088	PODTA2...	TAX A/C 3/6 FEB 2024 DTA FEES	66.58	
NO DEPARTMENT	Total 999							256.57	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	MEDICAL/DENTAL FEES	63776	NUECES COUNTY	5473	3492147...	JUV PROB 3/11 FEB 2024 MEDICAL (4) JUV	455.67	
		RESIDENT SERV & DETENT-PRE&POST ADJUDICA	65543	NUECES COUNTY	5473	3492140...	JUV PROB 3/11 FEB 2024 PLACEMENT (1) JUV	5,800.00	
NO DEPARTMENT	Total 999							6,255.67	0.00
Report Total								132,358.59	24.37