August 21, 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	**County Judge**
David Hall	**Commissioner Pct 1**
Vern Lyssy	**Commissioner Pct 2**
Joel Behrens	**Commissioner Pct 3**
Gary Reese	**Commissioner Pct 4**
Anna Goodman	**County Clerk**
By: Kaddie Smith	**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.

   None

5. Approve August 14, 2024 Commissioners' Court Regular Meeting Minutes. (RHM)

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

6. Consider and take necessary action for an extension agent to present V. G. Young Certificates to the Court. (RHM)

Karen Lyssy and Emilee DeForest presented certificates to Judge Meyer and Commissioner Behrens for the Leadership Academy.

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

7. Hearing to consider and take any necessary action on the proposed award to the lowest and best bidder for Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 for Calhoun County, Texas – Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order E-1, including any previously unconsidered evidence from responsive lower dollar bidders, if any, in accordance with the notice and protest procedures required under Local Government Code Section 262.027(c)(2)&(h). (DEH)

Hunter with Playground Solutions explained proposal.
Scott Mason with G&W Engineers asked both Hunter with Playground Solutions and Peyton with Fun Abounds questions regarding proposals sent in.
Court agreed to table action for next week after further review from both parties' proposals.

8. Consider and take necessary action on insurance proceeds check from TAC in the amount of $9,545.75 ($14,545.75 – $5,000.00 deductible) for damages from Jail water leak on 04/29/24. (RHM)

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

9. Consider and take necessary action to approve Calhoun County Fair Association to sell alcohol at the 2024 Calhoun County Fair. (RHM)

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

10. Consider and take necessary action to propose a new tax rate for 2024. (RHM)

Court approved new tax rate of 0.622

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

11. Consider and take necessary action to set the date, time and location for the Public Hearing to adopt the 2024 proposed tax rate. (RHM)

Court approved to set the hearing for September 4, 2024

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 set the date, time and location for the Public Hearing to adopt the 2025 Calhoun County Budget. (RHM)

Court approved to set the hearing for September 4, 2024

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

13. Consider and take necessary action to approve the Memorandum of Understanding between Calhoun County EMS and Jump Aero Incorporated and authorize the Calhoun County EMS Director to sign. (RHM)

Dustin Jenkins explained that the Memorandum is just to explore the options and grants.

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

14. Consider and take necessary action to approve the Hurt's Wastewater Managment, Ltd. Contract and authorize Calhoun County EMS Director to sign. (RHM)

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

15. Consider and take necessary action on Asbestos Abatement Proposal for 312 S. Ann St., Port Lavaca, TX and authorize the County Judge to sign. (RHM)

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

16. Consider and take necessary action to approve the FY 2024 Interlocal Agreement with Gulf Bend Center for Indigent care in the amount of $26,000.00 and authorize Judge Meyer to sign all documents. (RHM)

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

17. Accept Monthly Reports from the following County Offices:

i. Tax Assessor-Collector – July 2024

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

18. 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

19. Approval of bills and payroll. (RHM)

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

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:

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

SUPPLEMENTAL AGENDA

The subject matter of such meeting is as follows:

20. Consider and take necessary action to approve the proposal with CFI Mechanical, Inc. to repair one chiller at the Calhoun County Courthouse for the amount of $35,250.00. (RHM)

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

CALHOUN COUNTY COMMISSIONERS' COURT
PACKET COMPLETION SHEET

✓ **All Agenda Items Properly Numbered**

✓ **Contracts Completed and Signed**

✓ **All 1295's Flagged for Acceptance**
(number of 1295's 2)

✓ **All Documents for Clerk Signature Flagged**
(All documents needing to be attested to need to be signed day of Commissioner's Court.)

On this 21st **day of** August **2024, the packet for the** 21st **day of** August **2024 Commissioners' Court Regular Session was submitted from the Calhoun County Judge's office to the Calhoun County Clerk's Office.**

Debbie Vickery
Calhoun County Judge/Assistant

AGENDA



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, August 21, 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 9:30 FILED O'CLOCK A M

AUG 16 2024

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

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 August 14, 2024 Commissioners' Court Regular Meeting Minutes. (RHM)
6. Consider and take necessary action for an extension agent to present V. G. Young Certificates to the Court. (RHM)
7. Hearing to consider and take any necessary action on the proposed award to the lowest and best bidder for Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 for Calhoun County, Texas – Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order E-1, including any previously unconsidered evidence from responsive lower dollar bidders, if any, in accordance with the notice and protest procedures required under Local Government Code Section 262.027(c)(2)&(h). (DEH)
8. Consider and take necessary action on insurance proceeds check from TAC in the amount of $9,545.75 ($14,545.75 – $5,000.00 deductible) for damages from Jail water leak on 04/29/24. (RHM)
9. Consider and take necessary action to approve Calhoun County Fair Association to sell alcohol at the 2024 Calhoun County Fair. (RHM)

10. Consider and take necessary action to propose a new tax rate for 2024. (RHM)

11. Consider and take necessary action to set the date, time and location for the Public Hearing to adopt the 2024 proposed tax rate. (RHM)

12. Consider and take necessary action to set the date, time and location for the Public Hearing to adopt the 2025 Calhoun County Budget. (RHM)

13. Consider and take necessary action to approve the Memorandum of Understanding between Calhoun County EMS and Jump Aero Incorporated and authorize the Calhoun County EMS Director to sign. (RHM)

14. Consider and take necessary action to approve the Hurt's Wastewater Managment, Ltd. Contract and authorize Calhoun County EMS Director to sign. (RHM)

15. Consider and take necessary action on Asbestos Abatement Proposal for 312 S. Ann St., Port Lavaca, TX and authorize the County Judge to sign. (RHM)

16. Consider and take necessary action to approve the FY 2024 Interlocal Agreement with Gulf Bend Center for Indigent care in the amount of $26,000.00 and authorize Judge Meyer to sign all documents. (RHM)

17. Accept Monthly Reports from the following County Offices:

    i. Tax Assessor-Collector – July 2024

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

19. Approval of bills and payroll. (RHM)

Richard H. Meyer, County Judge
Calhoun County, Texas

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

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 PUBLIC HEARING ON PROPOSED 2025 BUDGET

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, September 4, 2024 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse, 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

NOTICE IS HEREBY GIVEN that the Calhoun County Commissioners' Court will hold a Public Hearing in the Commissioners' Courtroom, 211 S. Ann Street, Suite 104, in Port Lavaca, Texas, at 10:00 a.m. on September 4, 2024 on the 2025 Proposed Budget.

This notice is in accordance with Section 111.007 and Section 111.0075 of the Texas Local Government code.

The Public shall have the right to be present.

Richard H. Meyer, County Judge
Calhoun County, Texas

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

04

August 21, 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	**County Judge**
David Hall	**Commissioner Pct 1**
Vern Lyssy	**Commissioner Pct 2**
Joel Behrens	**Commissioner Pct 3**
Gary Reese	**Commissioner Pct 4**
Anna Goodman	**County Clerk**
By: Kaddie Smith	**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.

   None

05

5. Approve August 14, 2024 Commissioners' Court Regular Meeting Minutes. (RHM)

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

Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Clyde Syma, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

The Commissioners' Court of Calhoun County, Texas met on Wednesday, August 14, 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 Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

Deputy Clerk

August 14, 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:

(ABSENT)	**Richard Meyer**	**County Judge**
	David Hall	**Commissioner Pct 1**
(Judge Pro Tem)	**Vern Lyssy**	**Commissioner Pct 2**
(ABSENT)	**Joel Behrens**	**Commissioner Pct 3**
	Gary Reese	**Commissioner Pct 4**
(ABSENT)	**Anna Goodman**	**County Clerk**
	By: Kaddie Smith	**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.

   Judge Meyer and Commissioner Behrens are attending a Leadership academy and will graduate this Friday.

5. Approve July 31, 2024 and August 7, 2024 Commissioners' Court Regular Meeting Minutes. (RHM)

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

6. Consider and take necessary action to authorize Commissioner Behrens to sign a quote with Kraftsman Commercial Playgrounds for installation of an ADA swing set. For the Olivia Haterius Park Infrastructure CMP grant #24-022-010-EO 19. (JMB)

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

7. To Accept and Approve the following donations for the 2024 – 2025 school supply give-a-way that was held on August 4, 2024 at Drifters Hall: USA Debusk, LLC - $1200.00; Michael & Lisa Evans - $100.00; and various cash donations totaling $175.28 for a total amount of $1,475.28 to be deposited into the Calhoun Co Sheriff's Motivation Fund. (RHM)

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

8. Consider and take necessary action to approve the proposal with Kayne Carriles dba Alpha Contracting signed by Commissioner Behrens for the construction build of a pavilion with foundation. For the Olivia Haterius Park Infrastructure CMP grant #24-022-010-EO 19. (JMB)

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

9. Consider and take necessary action to approve the Asbestos Abatement Proposal for 312 S. Ann St., Port Lavaca, TX in the amount of $3,500.00 with KMAC Construction Service, Inc. and authorize the County Judge to sign. (RHM)

pass

10. Consider and take necessary action to approve the Revised Agreement for Professional Services in the amount of $38,000.00 with G & W Engineers, Inc. for County Parking Improvements at Court House, Museum and Port Lavaca Library. (RHM)

Scott Mason explained the agreement and clarified that the new total was 38,000.00

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

11. Consider and take necessary action to amend the 2024 Salary Order. (RHM)

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

12. Calhoun County YMCA's Michele Morales and Tina Padron along with Texas Sea Grant Intern Reagan Teehan will give an update on the 2024 Calhoun County YMCA Environmental Summer Camp Program. (RHM)

13. Accept Monthly Reports from the following County Offices:

i. Justice of the Peace, Pct 4 – July 2024
ii. Justice of the Peace, Pct 5 – July 2024
iii. County Clerk – July 2024
iv. District Clerk – July 2024
v. County Treasurer – February, March and April 2024
vi. County Treasurer – Statement of Balances – 1st Quarter 2024
vii. County Treasurer – Investment Report – 1st Quarter 2024

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

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

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

15. Approval of bills and payroll. (RHM)

MMC Bills:

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

County Bills:

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

SUPPLEMENTAL AGENDA

The subject matter of such meeting is as follows:

16. Consider and take necessary action for the proposed award for Bid No. 2024.08 - Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 for Calhoun County, Texas – Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order No. E-1. (DEH)

Scott Mason with G&W recommended Fun Abounds Inc as the proposed award. Although more expensive, it is believed they have more to offer the county.

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

Adjourned 10:37am

06

6. Consider and take necessary action for an extension agent to present V. G. Young Certificates to the Court. (RHM)

Karen Lyssy and Emilee DeForest presented certificates to Judge Meyer and Commissioner Behrens for the Leadership Academy.

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

TEXAS A&M AGRILIFE EXTENSION | V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

Richard H. Meyer

FOR SUCCESSFULLY COMPLETING 15.00 HOURS OF EDUCATIONAL TRAINING DURING THE

Commissioners Court Leadership Academy- Session 3

Washington, DC

Peter J. McGuill, Ph.D., Director
V.G. Young Institute of County Government

Jen Crownover, President
County Judges and Commissioners Association of Texas

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

May 11-17, 2024

07

7. Hearing to consider and take any necessary action on the proposed award to the lowest and best bidder for Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 for Calhoun County, Texas – Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order E-1, including any previously unconsidered evidence from responsive lower dollar bidders, if any, in accordance with the notice and protest procedures required under Local Government Code Section 262.027(c)(2)&(h). (DEH)

Hunter with Playground Solutions explained proposal.
Scott Mason with G&W Engineers asked both Hunter with Playground Solutions and Peyton with Fun Abounds questions regarding proposals sent in.
Court agreed to table action for next week after further review from both parties' proposals.

fun abounds SM

"creating playground memories filled with fun"

A Presentation For...

THE STATE OF TEXAS

COUNTY OF CALHOUN

BID NO. 2024.08

INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT

Contact: **Payton Newton**

Business Development Manager
361-230-3006 payton@fabplaygrounds.com
www.fabplaygrounds.com

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CONTRACT DOCUMENTS

FOR THE

INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2

FOR

CALHOUN COUNTY, TEXAS

WEST AUSTIN STREET
PORT LAVACA, TEXAS

TEXAS GENERAL LAND OFFICE
CONTRACT NO. 20-065-064-C182
and
CALHOUN COUNTY 2020 CDBG-DR

MAY 2024

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 Disaster Relief Program.

G&W ENGINEERS, INC.

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

CONTRACT DOCUMENTS

FOR THE

BID NO. 2024.08

INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT

FOR

CALHOUN COUNTY, TEXAS

WEST AUSTIN STREET
PORT LAVACA, TEXAS

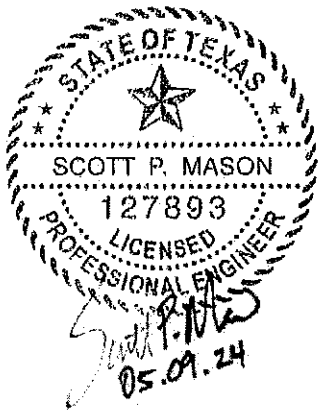
TEXAS GENERAL LAND OFFICE
CONTRACT NO. 20-065-064-C182

MAY 2024

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 Disaster Relief Program

Prepared by:

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



Approved By:

Scott P. Mason, P.E.
Texas Serial No. 127893
Date:

G & W Engineers, Inc.
Texas Registered Engineering Firm F-04188
Project No. 5310.011e

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 Contacts
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 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182

The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

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, June 4th, 2024** at Little Chocolate Bayou Park Pavilion at West Austin St., Port Lavaca, Texas. 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 2024.08 - Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182.**

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 JULY 2, 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, June 7, 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 "**Sealed Bid – Bid Number 2024.08 - Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182"**, 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. (See page 69 Section: Awards for the definition of lowest/best found in the County Purchasing Act in this package.)

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. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182.**

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, Tuesday, July 2, 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 of 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.

Type text here

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

COMMISSIONERS COURT
CALHOUN COUNTY, TEXAS

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 Playground Option #1

PROJECT NAME: BID NO. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182

DUE DATE: JULY 2, 2024 BEFORE 2:00:00 P.M.

BIDDER NAME: fun abounds, Inc. - Payton Palmer-Newton

BASE WORK SCOPE: The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

BASE BID

Item #	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
1	MOBILIZATION, INSURANCE AND BONDS PER PLANS AND SPECIFICATIONS	LS	1	$7,306.00	$7,306.00
2	TEMPORARY PROJECT SIGNAGE PER PLANS AND SPECIFICATIONS	LS	1	$550.00	$550.00
3	DEMOLITION OF ENGINEERED WOOD FIBER (EWF) (APPOX. 12" THICK) AND TRANSFER TO AREAS WITHIN PARK PER PLANS AND SPECIFICATIONS.	SF	7,575	$1.35	$10,226.25
4	TYPE D, CRUSHED LIMESTONE, 8.5" THICK AFTER COMPACTED IN PLACE TO 95% COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$5.75	$43,556.25
5	GEO-GRID OR GEO-FABRIC INSTALLED ON TOP OF BASE MATERIAL COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$0.55	$4,166.25
6	RUBBER SURFACING 3.5" THICK COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$20.00	$151,500.00
7	NEW PLAYGROUND STRUCTURE(S) MEETING THE MINIMUM REQUIREMENTS AS SET FORTH IN THE PLANS AND SPECIFICATIONS AND WITHIN THE AREAS LISTED. THIS INCLUDES A SUPER STRUCTURE, SWING SET, MERRY-GO-ROUND, STEM PLAY, ELECTRONIC GAME AND MUSIC PLAY. CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED.	LS	1	$479,421.00	$479,421.00
8	TWO-POST HIP SHADE STRUCTURE (15' X 22' X 10') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	2	$13,150.00	$26,300.00
9	SINGLE-POST SQ SHADE STRUCTURE (16') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	1	$10,950.00	$10,950.00
				TOTAL BASE BID	**$733,975.75**

*Submission of a bid tab with "Clarifications" or "Exclusions" and/or any other stipulations will not be accepted. It shall be the bidder's responsibility to provide a complete bid and ask any questions necessary to clarify any bid items or relevant concerns within the questions period.

**The award will be based on the BASE BID and the Owner reserves the right to determine the most advantageous and best bid for the project.

***The Calhoun County Commissioners Court shall be the sole judge in determining which bid will be the most advantageous to Calhoun County.

SPECIFICATION NOTES

The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

The BIDDER, in compliance with the invitation for bids for **Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 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** 150 **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. 2024.08 LCB Playground Phase 2 - Addendum No. 1 - Recieved 6/13/2024
2. 2024.08 LCB Playground Phase 2 - Addendum No. 2 - Recieved 6/25/2024

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
Installation	Premier Outdoor Installations
Rubber Surfacing	Spectraturf

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: fun abounds, Inc. - Payton Palmer-Newton

Address: 114 Venice Street, Sugar Land, TX 77478

Phone: 361-230-3006

EIN or Tax ID No.: 36-4766562

Signature: Ellie Mason

Name and Title: Office Manager

Email: ellie@fabplaygrounds.com

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: 06/26/24

Bidder (Legal Name of Firm): fun abounds, Inc.

Date Organized: 2005

Name of Owner(s): Leigh Walden

Address: 114 Venice Street
Sugar Land, TX 77478

Date Incorporated 05/06/2013

Federal ID Number: 36-4766562

Number of Years in contracting business under present name 19

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

Work Presently Under Contract:

Contract	Amount $	Completion Date
Please see attached WIP (work in progress)		

Type of work performed by your company: Supply and installation of playgrounds, site amenities, and safety surfacing

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

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
City of Sinton - Inclusive Park	$548,886.00	June 2024
City of Portland - Moser Park	$203,227.00	April 2024
Fort Bend MUD 134B	$442,210.00	January 2024

*Completed project pictures for each project attached in separate document

Major equipment available for **this** contract: We have the avaliability of all equipment necessary to complete this project.

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: Female

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 Wells Fargo

Address: 2700 S Price Rd. 3rd Fl Contact Name: Laurie Schmidt

City & State: Chandler, AZ Zip: 85286 Phone Number: 480-674-2812

Credit available: $ 250,000

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. N/A

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. N/A

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

See FAB Office - Job Descriptions attached

Signed this 26 day of June, 2024

Signature

Leigh Walden, Owner

Printed Name and Title

fun abounds, Inc.

Company Name

Notary Statement:

Leigh Walden, being duly sworn, says that he/she is the President Position/Title of fun abounds (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 26 day of June, 2024

Notary Public

Ellie Lykins

Signature

Ellie Lykins

Printed Name

My Commission Expires: 04/14/25

Ellie Christine Lykins
My Commission Expires
04/14/2025
ID No. 133036711

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

fun abounds, Inc.

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.**

N/A

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.**

N/A

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 Ellie Mason

Signature of vendor doing business with the governmental entity

06/26/24

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, Ellie Mason (Principal's Name) of fun abounds, Inc. (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)

Ellie Mason, Office Manager
Printed Name and Title

Ellie Mason
Signature

06/26/24
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.

Ellie Mason, Office Manager
Printed Name and Title

Ellie Mason
Signature

06/26/24
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 offence 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 or 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 ce1iification.

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.

Ellie Mason — Name and Title of Authorized Agent

06/26/24 — Date

Ellie Mason — 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 l(c), Executive depal tments 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 repoli 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 repoli 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 celiification 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 celtification 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 principate 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 celiifications.

Additional References
C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

STATE OF TEXAS {}

COUNTY OF Fort Bend {}

AFFIDAVIT

Leigh Walden (Type or Print Name) being first duly sworn, deposes and says: that he or she is the President (Type or Print Title) of fun abounds, Inc. (Type or Print Name of Company/Firm), having its principal address at 114 Venice Street, Sugar Land, TX 77478 (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

Leigh Walden, 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 20 day of June, 20 24.

Ellie Lykins

Signature of Notary Public

Notary Stamp/Seal

Ellie Christine Lykins
My Commission Expires
04/14/2025
ID No. 133036711

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)

fun abounds, Inc.
114 Venice St.
Sugar Land, TX 77478

CERTIFICATION BY BIDDER

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

X 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 X No

Ellie Mason, Office Manager

NAME AND TITLE OF SIGNER (Please type)

Ellie Mason 06/26/24

SIGNATURE DATE

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

fun abounds, Inc. 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 fun abounds, Inc., 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.

Ellie Mason
Signature

Ellie Mason
Printed Name

Office Manager
Title

06/26/24
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
Installation of Equipment	1	$175,000.00	0	TBD
Installation of Rubber Surfacing	1	$150,000.00	0	TBD

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)
General Laborer	8-10	8-10	0	0
Totals	8-10	8-10		

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 fun abounds

Address of Business 114 Venice St, Sugar Land, TX 77478

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

For business entity as applicable:

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

The work required for this project is specialized and requires extensive training and certifications; however, should additional miscellanous labor be needed then we will be willing to explore local assistance.

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
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ 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
☐ List of owned equipment
☐ List of all contracts for the past two years
☐ Statement of ability to comply with public policy

Payton Newton Payton Newton
Authorized Name and Signature

7/1/2024
Date

Attested By: Ellie Mason

(Corporate Seal)

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.

Ellie Mason

Signature of Contractor's Authorized Official

Ellie Mason, Office Manager

Printed Name and Title of Contractor's Authorized Official

06/26/24

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

Approved by OMB
4040-0013

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:	2. Status of Federal Action:	3. Report Type:
a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application _____ b. initial award c. post-award	a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee,
_X_ Prime _____ Subawardee Tier_____, if Known: fun abounds inc. 114 Venice St Sugar Land, TX 77478 **Congressional District,** *if known*:	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*:	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):*

N/A

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:** Payton Newton **Print Name:** Payton Newton **Title:** Business Development Manager **Telephone No.:** 361-230-3006 **Date:** 7/1/2024
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) Ellie Mason, 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

fun abounds, Inc.

Company Name

Ellie Mason — Ellie Mason

Signature of Authorized Official — Printed Name of Authorized Official

Office Manager — 06/26/24

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.

☐ 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 fun abounds, Inc. is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

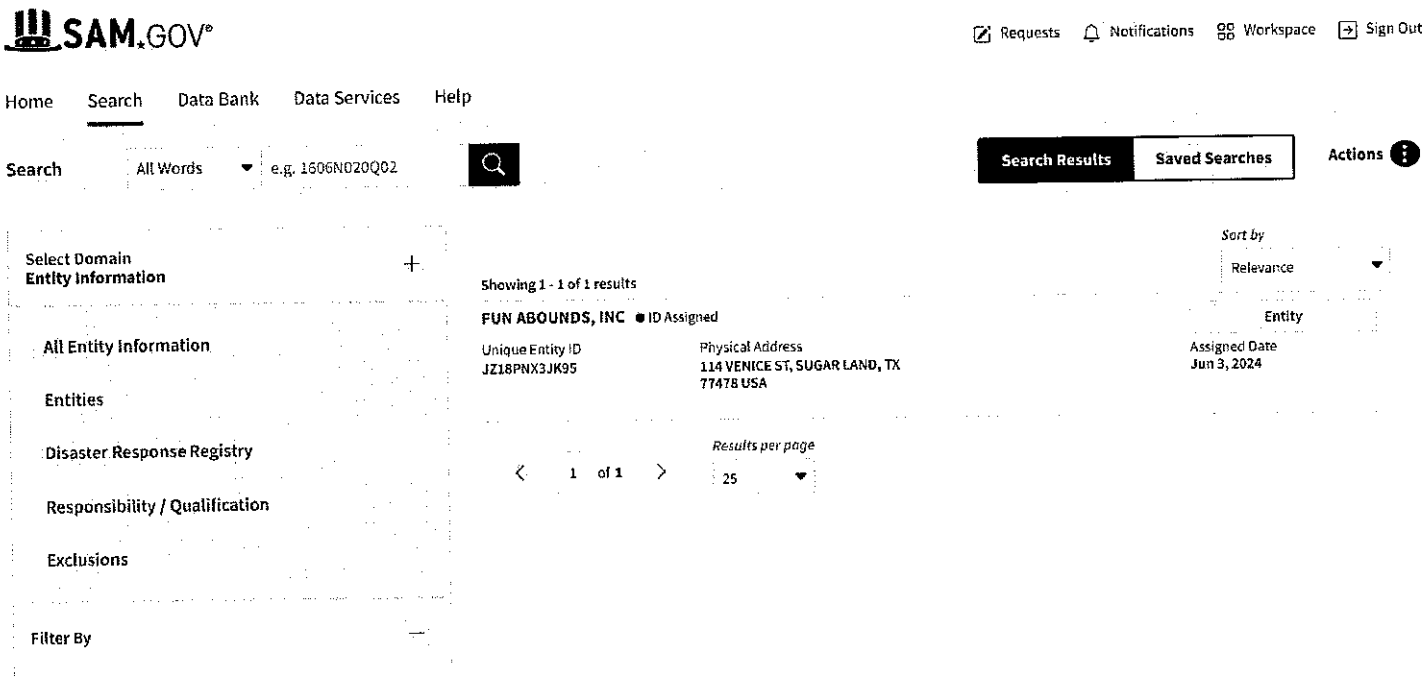
Ellie Mason
Signature of Authorized Agent

Ellie Mason, Office Manager
Printed Name and Title of Authorized Agent

06/26/24
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.



Receive Unique Entity ID

Congratulations! You have been assigned the following Unique Entity ID:

JZ18PNX3JK95

VERIFIED SAM RECORD

FUN ABOUNDS, INC

114 VENICE ST

SUGAR LAND, TX 77478-3254
USA

Year of Incorporation
2013

State of Incorporation
TX

BID BOND No. 471401

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, fun abounds, Inc. as PRINCIPAL, and Merchants National Bonding Company Inc., as SURETY are held and firmly bound unto **CALHOUN COUNTY, TEXAS** hereinafter called the "Local Public Agency", in the penal sum of Five Percent of the 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 July 2, 2024, for **BID NO. 2024.08 – INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT – GLO CONTRACT NO. 20-065-064-C182 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 (60) 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 2nd day of July 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.

(SEAL)

fun abounds, Inc.

(SEAL)

Attest: Ellie Lykins

By: _____

Affix Corporate Seal

Merchants National Bonding Company Inc.

Attest:

By: _____
Maryana Zhuk, Attorney-In-Fact

Affix Corporate Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ellie Lykins, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that Leigh Walden, who signed the said bond on behalf of the Principal was then President 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.

Ellie Christine Lykins
My Commission Expires
04/14/2025
ID No. 133036711

Corporate Seal

Ellie Lykins

Title: Office Manager

* 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.

Bond #: 471401

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,

Maryana Zhuk

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 2nd day of July , 2024

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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 26th day of June , 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.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(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 26th day of June , 2024

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

A D D E N D U M N O. 1

to the

CONTRACT DOCUMENTS

FOR
BID NO. 2024.08

INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2

FOR

CALHOUN COUNTY, TX

WEST AUSTIN STREET
PORT LAVACA, TEXAS

TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 And CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. E-1

JUNE 13, 2024

Prepared by:

G&W Engineers, Inc.
205 West Live Oak
Port Lavaca, Texas 77979
(361) 552-4509

Approved By:

STATE OF TEXAS
SCOTT P. MASON
127893
LICENSED
PROFESSIONAL ENGINEER

Scott P. Mason, P.E.
Texas Serial No. 127893

Date: 06.14.24

G & W Engineers, Inc.
Texas Registered Engineering Firm F-04188
Project No. 5310.011e

Clarifications to the original Contract Documents, Contract Drawings and/or Specifications have been deemed necessary, and in certain cases, revisions to the original Contract Documents, Contract Drawings and/or Specifications are required. If discrepancies and/or inconsistencies exist between these specified revisions and the original Contract Documents, Contract Drawings and/or Specifications, said Addendum No. 1 shall govern.

CLARIFICATIONS:

1. Forms required with proposal as part of the bid package will be acceptable with signature using electronic signature.
2. The meeting minutes and RFI answers shall be incorporated into the Contract Documents.
3. This project is tax exempt and a certificate will be supplied to awarded contractor.
4. EWF (mulch) from playground shall be stockpiled owner to decide on location and it must be clear from obstructing vehicles, storm drainage, play, walking trail and accessible for owner to transport during or after construction.
5. Wind resistant in the bid schedule, as well as, the drawings, does not mean TDI approved products. It is a request that structures shall be manufactured, designed and resistant to reasonable winds. Engineer's seal and signature along with windstorm inspection is not required to be incorporated into the project or pricing. At a minimum, it shall be capable of resisting tropical storm force winds by design with out removal of the canopy material.
6. Canopy material, more specifically, its attachment to the structure will be required to have quick connect/disconnect hardware.
7. An artistic, realistic or simplified rendition of the improvements shall be provided with the sealed bid.
8. At a minimum and in addition to clarification 7 above, catalogue excerpt of all of the proposed equipment shall be provided with the sealed bid.
9. Rubber surfacing "design" or rendition is preferred and can be included in clarification number 7, or provided separately, but shall not be a required submission with the sealed bid.
10. Bidder shall be required to provide adequate supporting documentation with sealed bid that the proposed equipment meets the minimum requirements of the drawing. This includes but not limited to: age range, capacity, ADA events, etc.

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
TBPE Firm Registration No. F4188 • TBPLS Firm Registration No. 10022100

June 04, 2024 – 10:00 A.M. G&W Project #: 5310.011e

Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – PRE-BID Conference – MEETING MINUTES
Held at Park under Pavillion

Attendees:
See Attached Sign in Sheet

Scott Mason (SM) opened up the meeting and welcomed everyone who was in attendance. Proceeded to introduce Commissioner Hall (DH).

SM also suggested that we discuss all of the front-end documents first and then would go over drawings at the end.

SM explained that this is grant project and that there are very specific requirements for the grant. Proceeded to inform everyone that all questions would be would be answer at this meeting to the best of SM ability. It was also explained that any answer given at the meeting was verbal at this time and that an addendum would be issued and that will be the final answers. SM also notified bidders that the cut-off day and time for last questions regarding the bid documents is under the instructions to bidders. From that point no answers to questions will be provided. Also, it was discussed that all questions after this pre-bid conference would need to come in CivCastUSA Q/A section format to SM.

SM began discussing some of the specific grant requirements which included conformance to the Davis Bacon Wage Rate requirements. SM discussed that it will be the contractor's responsibility to verify their payroll and compliance and submit required forms on a weekly basis. SM discussed that all forms will be required to submitted that are noted in the package even if they are believed to be not applicable. SM confirmed bid due date and explained that 2:00:00 p.m. is strict and not a second after. Explained that bids are due at this time and date to the judge's office and that it is located on the third floor at the court house. SM explained that bids will have to be submitted in the proposal provided in the bid package and no other formats will be allowed. SM discussed the requirement for the bidder to specify the amount of calendar days on provided form and that a bid bond or cashier's check was required.

SM asked if there were any further questions concerning the matters that had been discussed up to that point. At that time there were no further questions as the question concerning discussion to this point.

SM continued the meeting by discussing the budget for the projects. SM proceeded to let bidders know that the construction budget for the project is $700,000.00. SM discussed that it will be up to the bidders to determine what vision, theme and layout will be best. At a minimum it will need to include the parameters outlined in the documents and drawings. SM explained that the bids will be considered based on lowest but more importantly the best bid. It was told to attendees, that submitting a bid low

price will not be an automatic award if it is not in the best interest of the County. It was explained that we have tried to provide a canvas and it will be up to the bidder to make sure that they use the budget and provide their best options and renditions for the county to consider what is the best value and in their best interest.

SM discussed temporary signage and the requirements set forth in the documents. He then proceeded to tell bidders that during construction it is anticipated to have wage surveys randomly. It was discussed that it is anticipated that construction may not be of significant time, however manufacturing of equipment and delivery might make the calendar days longer. SM explained this is okay and bid the calendar days in a way that you can ensure you can complete your obligation and contract. The number of days is a small factor when considering bids, but only when the differential between two bids is substantial.

SM opened the floor for questions regarding what had been briefly discussed or any other questions.

A question was asked regarding the bid schedule and whether or not it would be required to have windstorm inspections and windstorm engineer and the cost associated. SM answered no, but will clarify in addendum. A question was asked regarding the bid item for rubber surfacing and if it would be okay to have more than 50% color. SM explained that this would be allowed, however, this is a decision the bidder would have to make and how it effects the budget and the overall value. SM stated it may not be worth it if it means you present a lower priced equipment.

SM then provided an overview of the playground improvements and drawings and briefly explained the components of the project.

SM opened the floor for questions regarding the drawings.

A question was asked about drainage. It was explained that under the mulch there is slope from one end to the other. At the low end there was a sock drain and a pipe leaving. SM explained that when removing mulch in that area more care would be taken as to not damage it. It is anticipated to reuse the drain if desired. If it is not incorporated into the new surfacing, the County will take possession of it for reuse elsewhere and it would be the contractor's responsibility to remove it and save it. A question was asked if a plastic liner would be required for the surfacing and base. SM responded no; it is not required.

No Further questions were asked regarding the plans and specifications and the meeting was adjourned.

Please reference supplemental attachment included within the addendum that has all questions raised at the meeting and any other RFI(s) that have come in before the question deadline. This attachment has detailed questions and official written FINAL answers.

PRE-BID MEETING

Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvement Phase 2 Project – GLO Contract No. 20-065-064-C182 for Calhoun County, Texas

June 4, 2024
10:00 a.m.

Please Print

	Company Name	Representative	Email Address	Phone No.
1.	Kraftsman	Thomas Ondrias	THOMASO@kraftsmanplay.com	832-510-2590
2.	Playground Solutions of TX	Hunter Barnard	hunter@pstxi.com	817-707-8771
3.	Parks Place Recreation Designs	Michael Carlyon	mike@miracleparkplace.com	210-531-6477
4.	Fun Boards	Leigh Walden	lwalden@fabplaygrounds.com	281-793-8002
5.	Calhoun County	David Hall	david.hall@calhouncotx.org	361-220-1751
6.	David Ondrias	KRAFTSMAN	DAVIDO@KRAFTSMANPLAY.COM	361-563-5575
7.	G&W Engineers, Inc.	Scott Mason	smason@gwengineers.com	361-552-4509
8.				
9.				
10.				
11.				
12.				

file# 5310.011e

Cutoff Time June 7, 2024 at 5:00 PM

EMAILED RFI's: None

CIVCASTUSA Q/A SECTION:

1. When is the estimated start date for this project? 05/27/2024 2:43 PM - See User

The start date will be dependent on manufacturing time and the bid calendar days. There will also be time before starting construction to execute a contract, have a pre-construction meeting, and review submittals. Therefore, there is not a hard date per say.

2. Would you please post the pre-bid meeting attendees list? 06/07/2024 8:29 AM - See User

The pre-bid meeting attendee list is attached to this addendum no. 1.

ADDENDUM NO. 2

to the

CONTRACT DOCUMENTS

FOR
BID NO. 2024.08

INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2

FOR

CALHOUN COUNTY, TX

WEST AUSTIN STREET
PORT LAVACA, TEXAS

TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182
And
CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. E-1

JUNE 25, 2024

Prepared by:
G&W Engineers, Inc.
205 West Live Oak
Port Lavaca, Texas 77979
(361) 552-4509

Approved by:

STATE OF TEXAS
SCOTT P. MASON
127893
LICENSED
PROFESSIONAL ENGINEER

Scott P. Mason, P.E.
Texas Serial No. 127893
Date: 06.25.24

G & W Engineers, Inc.
Texas Registered Engineering Firm F-04188
Project No. 5310.011e

Clarifications to the original Contract Documents, Contract Drawings and/or Specifications have been deemed necessary, and in certain cases, revisions to the original Contract Documents, Contract Drawings and/or Specifications are required. If discrepancies and/or inconsistencies exist between these specified revisions and the original Contract Documents, Contract Drawings and/or Specifications, said Addendum No. 2 shall govern.

Table of Contents SECTION 3 – Item #29

INSERT: Attached Prevailing Wage Rates

"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:

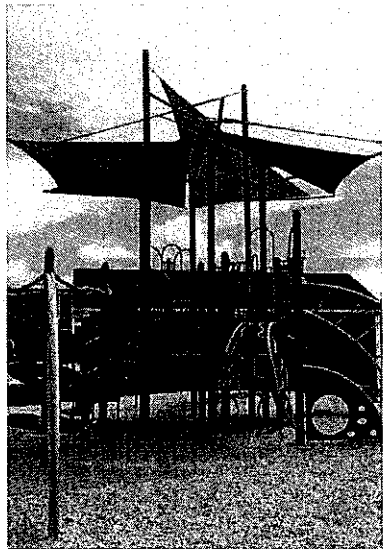
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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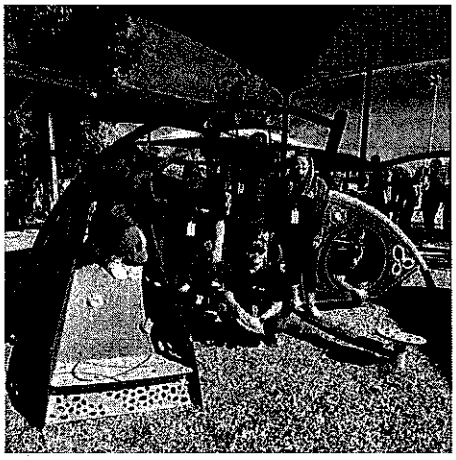
END OF GENERAL DECISION"

About fun abounds



Your local playground representative

fun abounds, established in 2007 to serve the park and recreation needs of Houston and Southeast Texas, is passionate about bringing a higher level of play to the communities we serve. We proudly represent some of the industry's top manufacturers that are known for quality and innovation, including BCI Burke Playgrounds, Berliner, ID Sculptures, USA Shade, MyTCoat Site Amenities, StayFit Fitness and Trek Fit. For site planning, general contracting and installation, we've partnered with the area's best crew led by Tom Driscoll at Premier Outdoor Installation. Tom and his team match the passion that we have for play and together we focus on customer satisfaction.



fun abounds SM
"creating playground memor
filled with fun"



Our commitment to you

fun abounds is here every step of the way to make certain that your playspace is everything you dreamed. From site analysis to design and installation to maintenance, our entire team is committed to excellence throughout each project and beyond. We are passionate about play and look forward to "creating playground memories filled with fun" for your community.

Testimonials

West University Place Susan White -SWhite@westutx.gov The city of West University Place has worked with fun abounds on numerous projects. Leigh Walden and her team of professionals are a pleasure to work with, and we have found their equipment, service and follow-up to be exemplary.

City of Friendswood James Toney -jtoney@ci.friendswood.tx.us I have worked with Leigh Walden and fun abounds for over 10 years on multiple park projects, with every project turning out perfect. I will always call Leigh and her team first when starting any new projects.

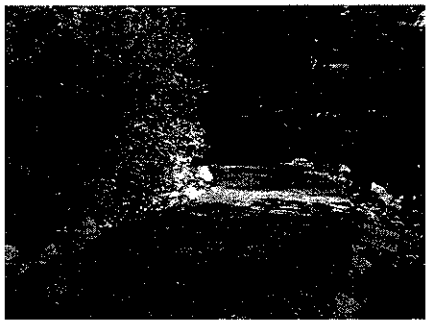
Brazos Bend Elementary PTO President, 2013-2015 Rebecca DeVeaux -rebecca@deveaux.cc I had the pleasure of working with Fun Abounds on the walking path for Brazos Bend Elementary. Leigh Walden and her team worked tirelessly to help me at every step to get this project completed. It was a long process through our MUD boards, which paid for the track, and the school district but Fun Abounds was patient and always there when I needed more information or documentation. The track itself is fantastic. The kids love walking on it and the staff and parents are thrilled with the safety of the material. No more cut and scraped knees and hands. No more twisted ankles from potholes in the concrete. We could not be more excited to have this new track for our kids. I know it will be there for many years. Thank you Leigh and Fun Abounds for all you did to help us. I would be proud to recommend you to any school wishing to make improvements to their facility.

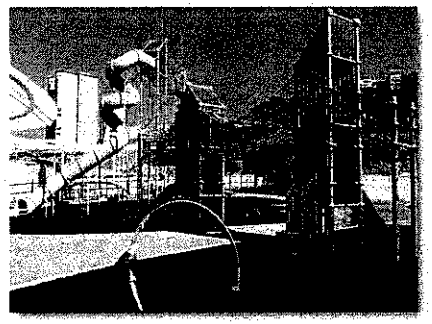
Montessori Schools of Central TX 1302 S. 27th Street Temple, TX 76504 Dr. Jerry O'Donnell , 254-771-1116
If you are looking for exciting playground equipment that your children dream about, then you have come to the right company - Burke/fun abounds. We have used their equipment on two of our playground renovation projects, preschool and elementary, and are totally satisfied. More importantly, the children are eager and energized to climb, swing, stretch, and slide, using their gross motor muscles in new and healthy ways. I recommend them highly for their professionalism, expertise, and honoring their word.

Lago Vista Elementary School Playground Improvement Project
Nancy Jo Priddy sungirl30@hotmail.com
After two projects, I have formed a relationship with the representatives from Fun Abounds and Burke Playground Products. With their knowledge and innovation, they have provided us with the ability to improve and enhance our school's playgrounds. The result has been a pleasant and easy experience, from choosing appropriate equipment, to ordering and installing the final product. We have more projects coming in the future, and I consider fun abounds/Burke to be the only call I need to make.



"I will always call Leigh and her team first when starting any new projects."







Project References

Recently Installed & Similar Scale/Importance

1. City of Sinton - Speck Aiken Park - 1st St, Sinton, TX 78387

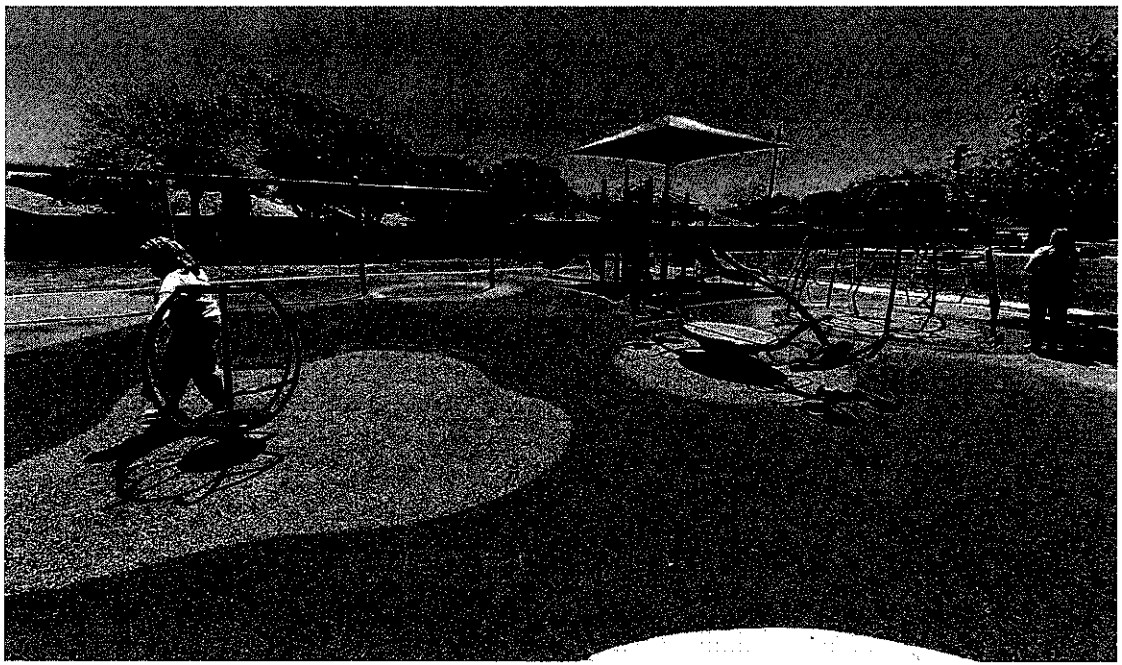




Project References

Recently Installed & Similar Scale/Importance

2. City of Portland - Moser Park - Chispa Dr, Portland, TX 78374





Project References

Recently Installed & Similar Scale/Importance

3. FBMUD 134B - Magnolia Lakes - 11210 Mossrigg Cir, Richmond, TX 77407







President
Leigh Walden
lwalden@fabplaygrounds.com
281-793-8002

Project Manager & Office Manager
Ellie Mason
ellie@fabplaygrounds.com
281-733-0516

Inside Sales & Problem Reports
Tyler Cole
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281-744-8983

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orders@fabplaygrounds.com

Website
www.fabplaygrounds.com

Accounts Payable/Receivable
accounting@fabplaygrounds.com

Architect Specialist
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281-793-8002

Austin, San Antonio and Surrounding Areas
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512-636-8260

Coastal Bend and Surrounding Areas
Payton Newton
payton@fabplaygrounds.com
361-230-3006

Houston - North
Norman Cue
norman@fabplaygrounds.com 832-808-9600

Houston - South
Oz Estrada
oz@fabplaygrounds.com
832-808-1537

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

fun abounds - Job Descriptions

Leigh Walden, President & Owner

Visionary leader guiding our organization towards its strategic goals and objectives. Encompassing executive decision-making, setting company policies, and representing the organization. Driving growth, innovation, and profitability to ensure a successful environment for employees and clients.

Ellie Mason, Office Manager

Responsible for ensuring smooth day-to-day operations. Managing employees, coordinating schedules and providing support to the President. Serves as the right hand to the president and assists in quoting and bidding new projects. Handles all back end finances and invoicing.

Tyler Cole, Project Coordinator

Ensures smooth project execution from initiation to completion. Responsible for coordinating orders, shipping schedules, and installation schedule. Handles all problem reports and warranty issues. Order entry for new projects.



Leigh Walden
President

Location — Sugar Land, TX

Ellie Mason
Office Manager

Location — Sugar Land, TX

Tyler Cole
Project Coordinator

Location — Sugar Land, TX

Subcontractors

Jeanna Tramonte
Executive Assistant

Location — Sugar Land, TX

Dustin Kothe
SpectraTurf

Team — Surfacing

Tom Driscoll
Premier Outdoor Installations

Team — Installation of Playground & Site Work

Benjamin McCarthy
Premier Outdoor Installations

Team — Installation of Playground & Site Work

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2024

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

PRODUCER
Hotchkiss Insurance Agency, LLC
13430 Northwest Freeway
Suite 600
Houston TX 77040

CONTACT NAME:
PHONE (A/C, No, Ext): 800-899-9810 FAX (A/C, No): 713-956-0331
E-MAIL ADDRESS: certs@hiallc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Central Mutual Insurance Company	20230
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FUNABOU-01
fun abounds, inc
114 Venice Street
Sugar Land TX 77478

COVERAGES **CERTIFICATE NUMBER:** 1889719976 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CLP8997805	4/19/2024	4/19/2025	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP8998130	4/19/2024	4/19/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			CXS8998131	4/19/2024	4/19/2025	EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001321422	3/9/2024	3/9/2025	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N/A	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability policy includes additional insured endorsements, (8-1932 07/14) that provides additional insured status for ongoing and completed operations to the certificate holder only when required by written contract.
The auto policy includes a blanket additional insured endorsement when required by written contract per (3-2546 11/20).
The auto policy includes a special endorsement with Primary and Noncontributory wording, per (CA0449 11/16).
The general liability, auto and workers compensation policies includes a blanket waiver of subrogation endorsement when required by written contract.
The general liability policy includes a special endorsement with Primary and Noncontributory wording as required by written contract (8-1834 12/04).
The workers compensation policy excludes coverage for Leigh Walden per endorsement WC420308.

CERTIFICATE HOLDER

Calhoun County
West Austin Street
Port Lavaca TX 77979

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1364766562200
Approval Date: February 14, 2023
Scheduled Expiration Date: February 28, 2026

In accordance with the Memorandum of Agreement between the
CITY OF HOUSTON
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

fun abounds, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **February 14, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into the City of Houston's program, you must immediately (within 30 days of such changes) notify the City of Houston's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy. If your firm ceases to remain certified in the City of Houston's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity

fun abounds, Inc.

is duly certified as a

Women Business Enterprise (WBE)

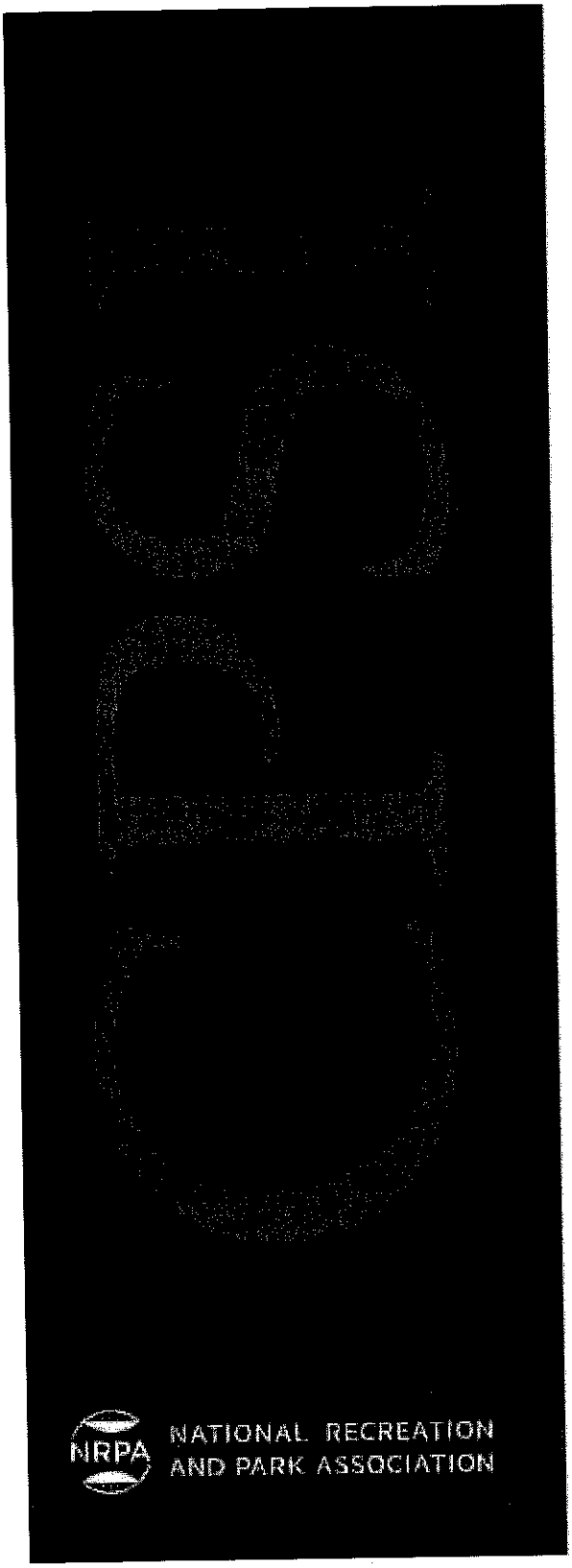
Certified Categories:

Certification Number: 20-2-11596

NAICS 423910: PLAYGROUND EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate form the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following web https://houston.mwdbe.com/?TN=houston.



NATIONAL RECREATION AND PARK ASSOCIATION

National Recreation and Par

Let it be known that

PAYTON PALMER-NEV

has met the requirements of the standards set
National Certification Board
and is hereby granted certification as

Certified Playground Safety In

CHAIRPERSON

NRPA PRESIDENT AND CEO

Certified Playground Safety Inspector

Oct

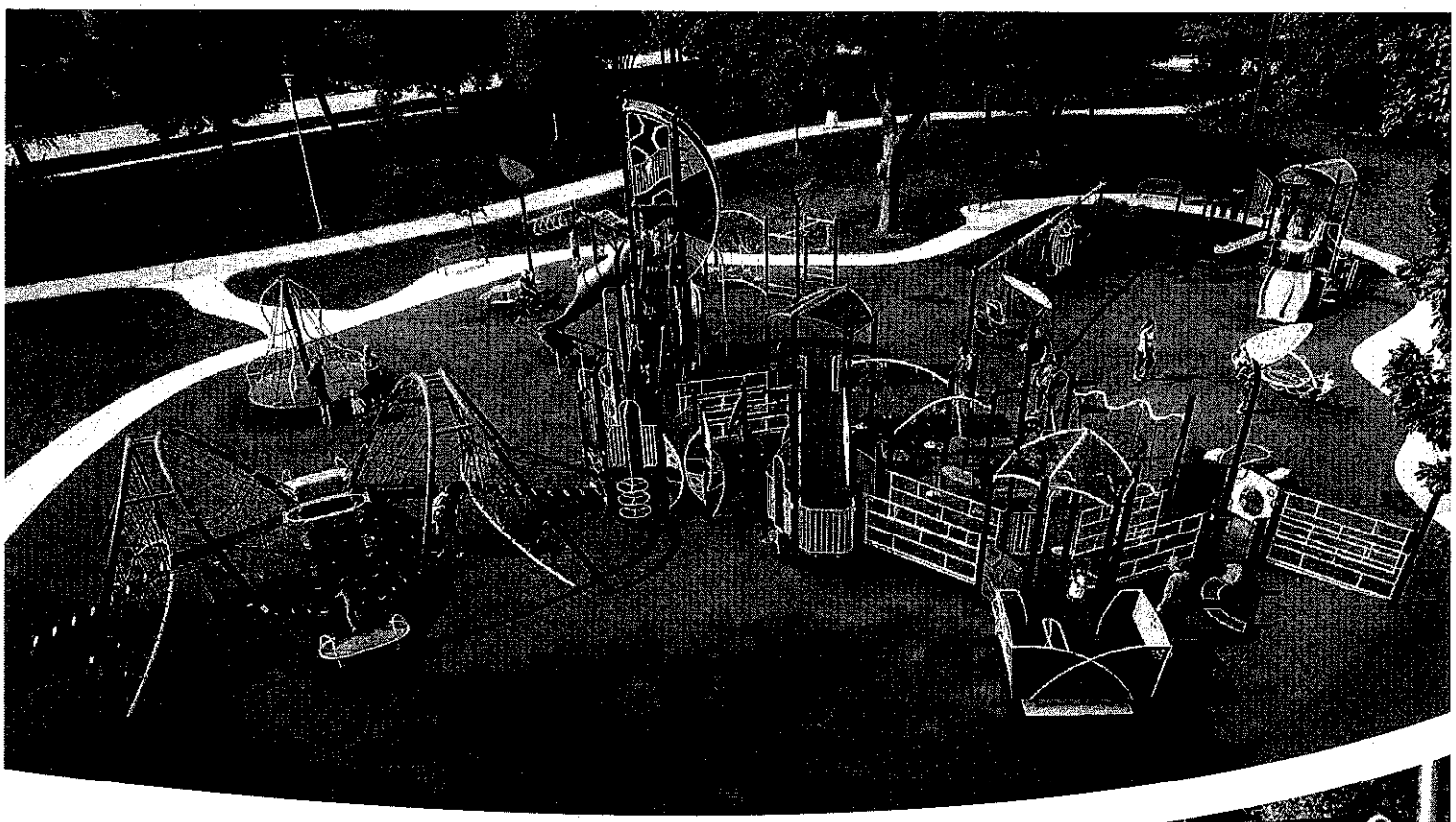
Nov

Burke®
PLAY THAT MOVES YOU.

About BCI Burke

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

PLAY THAT MOVES YOU®



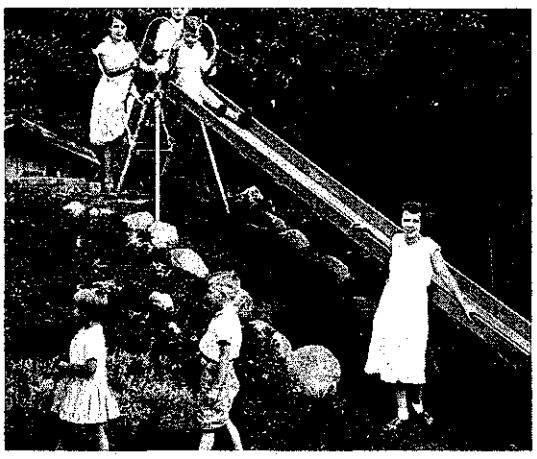
OUR HISTORY



As we celebrate over 100 years of making play, we look at our past to inspire and guide us and into the future as we use research and innovation to help us make the very best play, playground, outdoor fitness and recreation equipment in our history. Inspired by our legacy of innovation, customer service and creativity and continuing to challenge ourselves through exploration, analysis and continuous improvement, we fulfill our mission of bringing Play That Moves You to communities around the world. We invest in our people, our products and in the communities in which we live and work. We're more than a century old and just getting started.

Our history begins not with play, but don't worry, we get there. It begins with a weather-stripping company, J.E. Burke Company, in 1920. Started by John Edward and Ethlyn Burke on the family farm in Fond du Lac, Wisconsin, the company still stands on the land where it all began. By the late 1920's, Burke began manufacturing playground equipment and our true calling came to be.

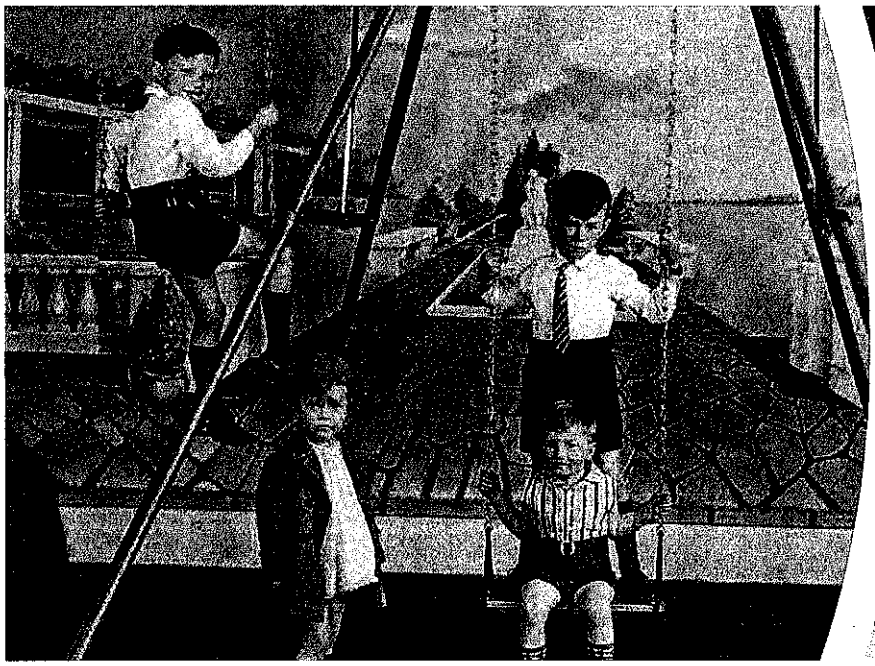
Through three generations of the Burke family, their successor, and now President and CEO Michael Phelan, BCI Burke Company has and continues to stand by J.E. Burke's original commitment to superior quality, outstanding service and constant innovation. With each year, Burke's products continue to inspire growth, foster development and help communities and families get outdoors together.



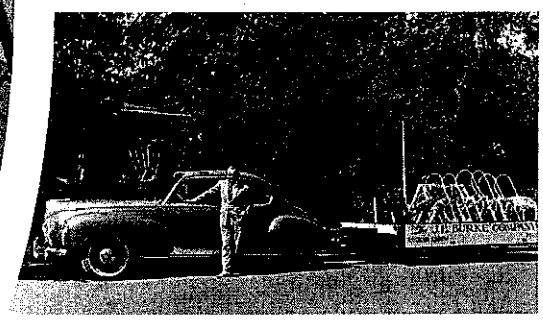
BCIBURKE.COM **Burke** 800.266.1250

Trademark(s) are the property of BCI Burke Company. © BCI Burke Company 2021. All rights reserved.

BURKE'S HISTORY

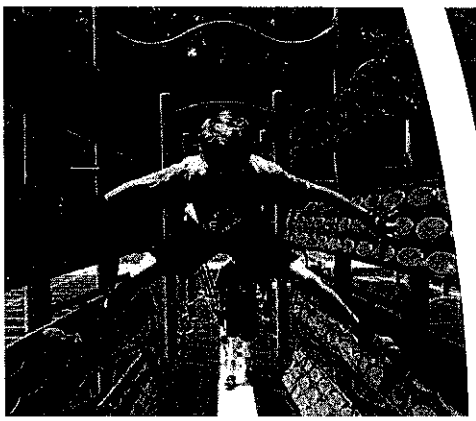




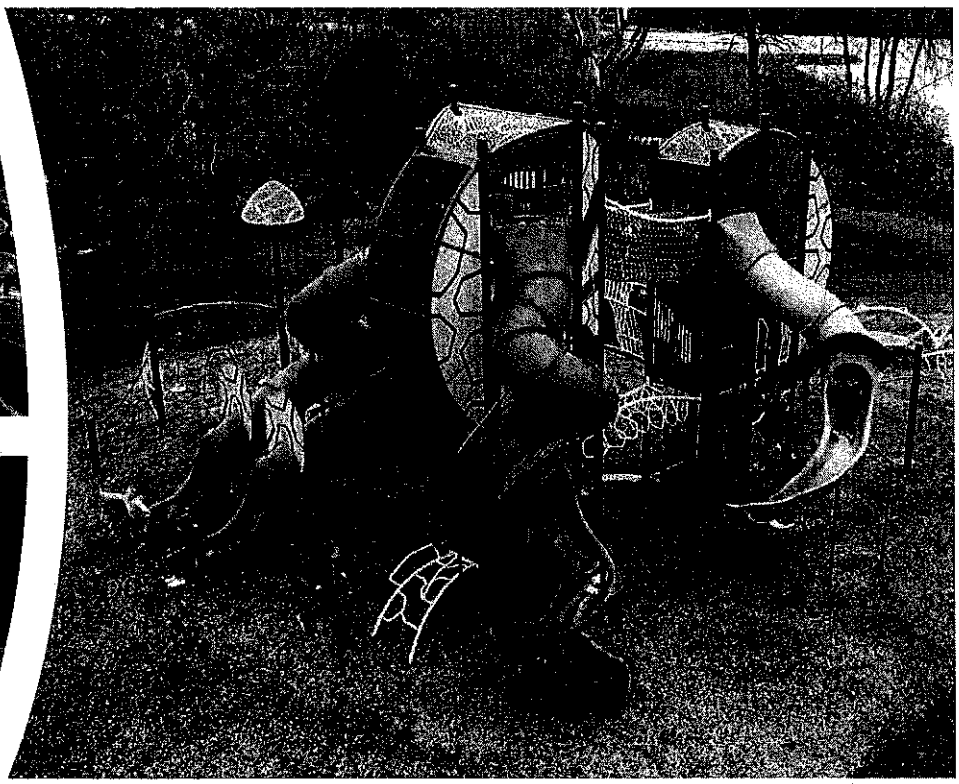


MORE THAN A CENTURY OF PLAY

Guided by our legacy of innovation, customer service and creativity, we are making the very best and most innovative playground, outdoor fitness and recreation products in our history! Our founder J.E. Burke set the course more than a century ago and we're taking his vision and making it even bigger! Through research, analysis and continuous improvement, we're designing products and playspaces that bring Play That Moves You® to communities for more fun, movement, engagement and development! Play is our passion, our mission and our business and we can't wait for you to Join Our Movement.







BCIBURKE.COM **Burke** 800.266.1250

PLAY THAT MOVES YOU®

At Burke, movement is our mantra. It drives our purpose and ignites our passion to bring the best in playground design and the most innovative, developmentally rich play, outdoor fitness and recreation products. Our research and testing push us to create new and unique ways to challenge children, families, schools, communities, teams and individuals to move, to grow and to play. Play fosters opportunities for connection between generations and with our peers, provides growth and togetherness and moves us in so many ways. Join Our Movement® and experience the many ways play can move you.

PLAY FOR HEALTH

Movement is life and is one of the most important aspects in overall health and wellness for people of all ages and abilities. Burke has playground and fitness offerings that engage everyone in all stages of life to move. Our Nucleus® and Intensity® playgrounds feature a fusion of play that helps children engage in active play throughout the day for enhanced growth and developmental opportunities. ELEVATE® Fitness Course brings obstacle course fitness to a whole new level and is poised to engage children 5-12, teenagers and adults. ACTIVATE® Fitness Circuit and INVIGORATE® Dynamic Fitness are a great way to add events to a fitness trail or create a space for outdoor exercise. Our variety of fitness equipment will meet you where you are in your fitness journey and challenge you to be more.

PLAY FOR YOUR MIND

Playful experiences are learning experiences and children at play are developing a wide-variety of skills that range from problem solving and cognitive planning to memory and self-regulation. Each and every time a child plays they are contributing positively to their cognitive development and setting themselves up for future success.







PLAY FOR CONNECTION

Play provides us with common experiences, shared laughter and true connection. It brings communities together and helps us return to the simplicity of basic human connection and kindness. Parks and recreation spaces are critical because they lay the groundwork for the intergenerational engagement, interaction and development we all seek. Products such as Novo® Playful Furniture, with interesting pieces that can be used in a variety of ways, foster those opportunities by creating a space where everyone can interact and play together in their own way. The Konnection® Swing revolutionizes connection by promoting face-to-face connections and playing together. Every person of every age and ability brings their own unique experiences that enhance the collective and moves us all through play.

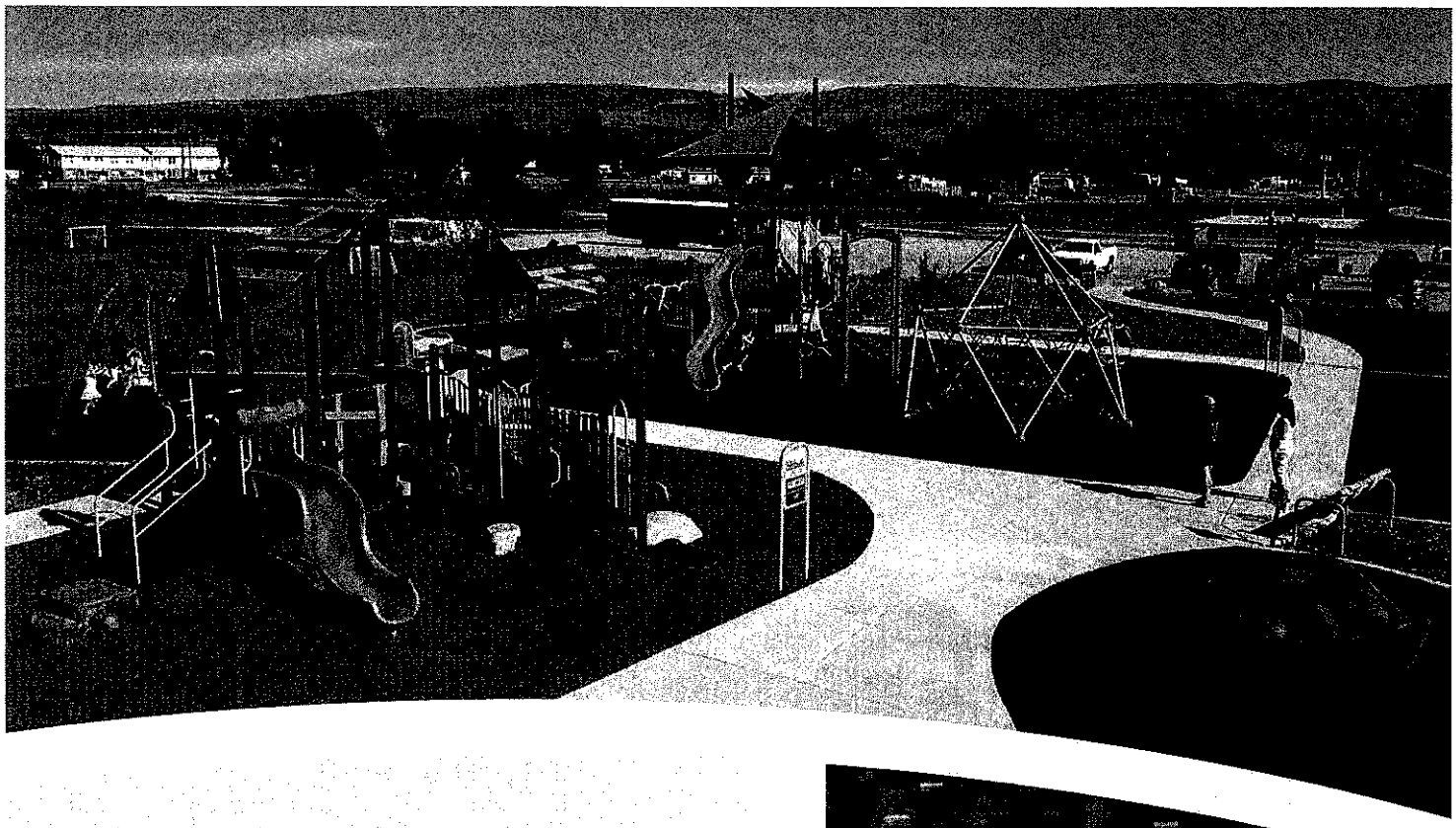
PLAY FOR MOTION

Motion play creates a childhood experience like no other by creating movement for children of all abilities and providing developmental benefits, including increased spatial awareness, inner ear stimulation and balance. Motion can be a source of calm for children with sensory processing differences while providing delight and excitement for children of all ages.

PLAY FOR DEVELOPMENT

Play is the work of childhood and helps children express themselves, monitor their emotions and develop a sense of identity that fuels their self-esteem and shapes their world view. Creating environments that foster this growth is at the heart of what we do at Burke and helps to teach resiliency and perseverance, all skills that transcend the playground and help children to develop into successful and healthy adults.

BURKE BUILT® QUALITY



HANDCRAFTED IN AMERICA'S HEARTLAND

Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.



SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. We have factory-direct customer service representatives that are available to answer questions, help with replacement parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! They are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!

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BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM:
Nucleus® features our Industry-leading KoreKonnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM:
Intensity®, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Synergy® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM:
Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS:
Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

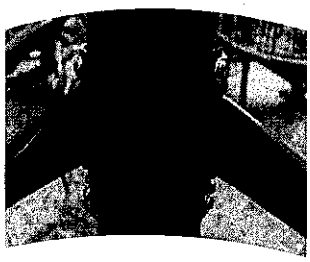
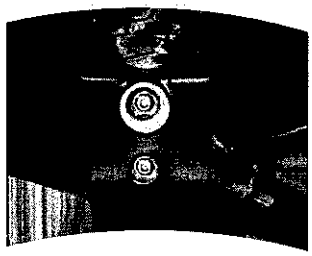
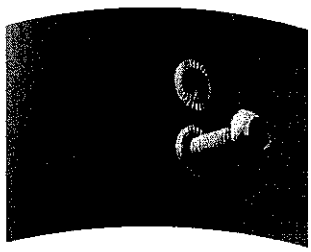
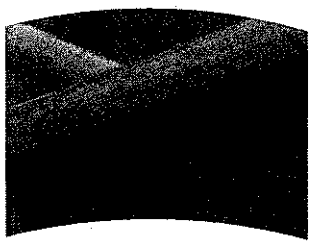
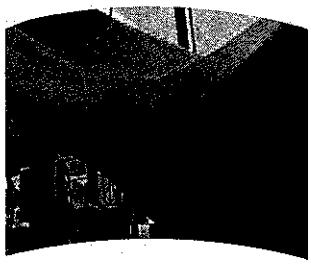
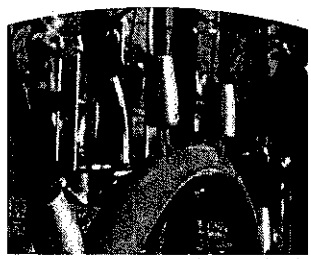
TAMPER-RESISTANT STAINLESS STEEL HARDWARE:
All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS:
Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-20:
You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES:
Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS:
Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2021**

fun abounds℠
"creating playground memories filled with fun"

Burke®
PLAY THAT MOVES YOU.

Playground Design

Option #1

Design #125-181066-1

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

DESIGN SUMMARY

fun abounds is very pleased to present this Proposal for consideration for the Calhoun County Inclusive Playground located in Port Lavaca. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Calhoun County Precinct 1. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Calhoun County Inclusive Playground
- Project Number: 125-181066-2
- User Capacity: 431
- Age Groups: 5 to 12, 2 to 12
- Dimensions: 112' 9"x68' 3"
- Designer Name: Kathleen Yttri

fun abounds has developed a custom playground configuration based on the requirements as they have been presented for the Calhoun County Inclusive Playground playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 125-181066-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Calhoun County Inclusive Playground playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
80	36 / 18	0 / 9	20 / 9	36 / 0	16 / 0

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES - The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 13082 sq.ft.
Perimeter: 463.6 ft.
STRUCTURE SIZE: 2'x134' 8"
POST SIZE(S):

SERIES Burke Basics | Nucleus | Intensity | ShadePlay Max		**SITE PLAN VIEW**
GROUP: Structure|PlayEnsemble|StemPlay|Freestanding **DESIGNED FOR AGES:** 5 to 12, 2 to 12	**Calhoun County Inclusive Playground** Port Lavaca, TX 77979 Burke PLAY THAT MOVES YOU	06/27/2024 **fun abounds** **125-181066-2** Designer: Kathleen Yttri





Featured Free-Standing Play Events

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

Burke VOLTA® INCLUSIVE SPINNER



PLAY THAT MOVES YOU®

The universally designed Volta Inclusive Spinner is a spinning social space designed for users of all shapes, sizes and abilities. Multiple seating positions allow everyone to play in the same space – outward facing seats provide a high level of independence while inward facing seats with high backs allow for younger users to stay securely in place. For more advanced riders to challenge their balance and coordination, the Volta has a saddle seat that provides the adventure they are looking for! With room for up to nine children, Volta Inclusive Spinner provides opportunities for interaction and conversation while children of all abilities gain valuable vestibular sensory stimulation, build strength and practice social skills that transcend the playground.

Volta brings harmony to the play environment by taking inspiration from natural shapes like the cloverleaf and incorporating beautiful, flowing lines that form the outer surface giving the illusion of continuous movement even at rest. With soft outer edges adding curvature to the design and promoting free movement, Volta is an exemplification of what happens when form and function unite.



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Burke MOVMNT®



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Burke STEMPLAY™

PLAY THAT MOVES YOU.

Children learn through play and Burke's new StemPlay collection fosters learning in a fun and child-directed way! Taking concepts of engineering and science and bringing them outside into an open environment creates a place where children can develop creativity, problem solving and explore their connectedness to the outdoor world. Studies have shown outdoor learning can increase test scores and improve physical, emotional and mental health. Play and learn outside together with StemPlay – kids will love it and it will benefit them in so many ways. Win. Win.

Learn more at bciburke.com/stemplay



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Burke FREEDOM INCLUSIVE SWING SEAT

PLAY THAT MOVES YOU®

There's nothing quite like the joy of swinging. The feeling of freedom and flying while the ground fades away and you feel like a bird, like a plane or even a superhero. The Freedom inclusive Swing Seat allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat created just for them. Pair it with a standard Burke swing beam and accessible surfacing to create an inclusive playspace everyone can enjoy!







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Burke KONNECTION® SWING





CONNECTION REIMAGINED – Create connections that move you with Burke's Konnection Swing, an incredible experience that promotes intergenerational play, engagement and interaction when adults and children swing together. Children can also enjoy swinging together and older children can engage with younger children while advancing skills such as cooperation, teamwork and developing their proprioceptive systems. A welcoming, clean form characterizes the Konnection Swing and ease of use is inherent in the construction right down to the details in the sliding backrest and comfortable, contoured design. Help foster true connection with the Konnection Swing and be moved by the power of playing together.







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PLAY THAT MOVES YOU

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The Konnection Swing is manufactured under US Patent No. 10,617,962

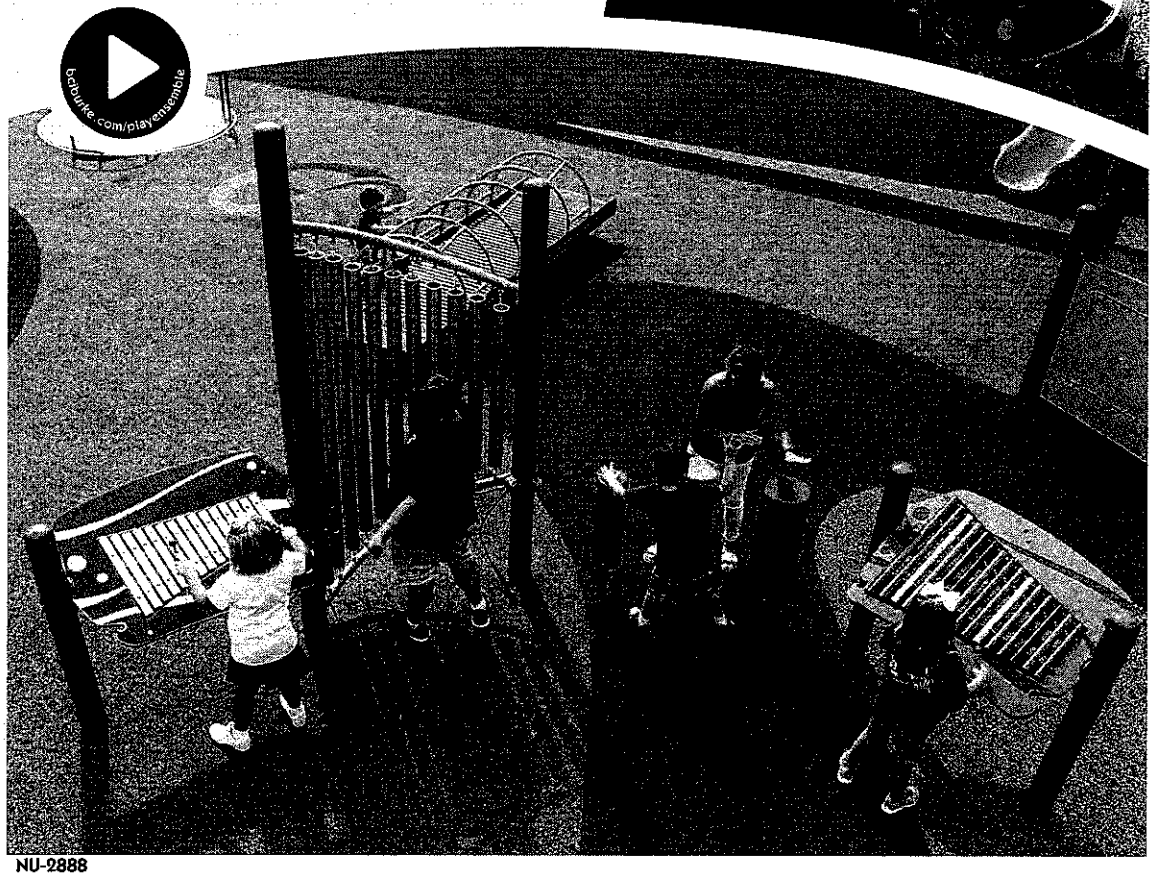
Burke PLAYENSEMBLE®

PLAY THAT MOVES YOU.

Add sweet vibrations to your playground, sensory garden or outdoor space with new PlayEnsemble Outdoor Musical Instruments. These fun pieces are developmentally rich, inherently inclusive and incredibly engaging for people of all ages and abilities. The FlowerGarden consists of whimsical flowers with different musical scales and intervals to explore. The Babel Drum is a unique instrument that looks and plays like a drum but sounds like a bell or chime. The Babel Drum offers design versatility and a small footprint that can be placed with other PlayEnsemble instruments or on any post in a Nucleus playspace.

Learn more at bciburke.com/playensemble





NU-2888

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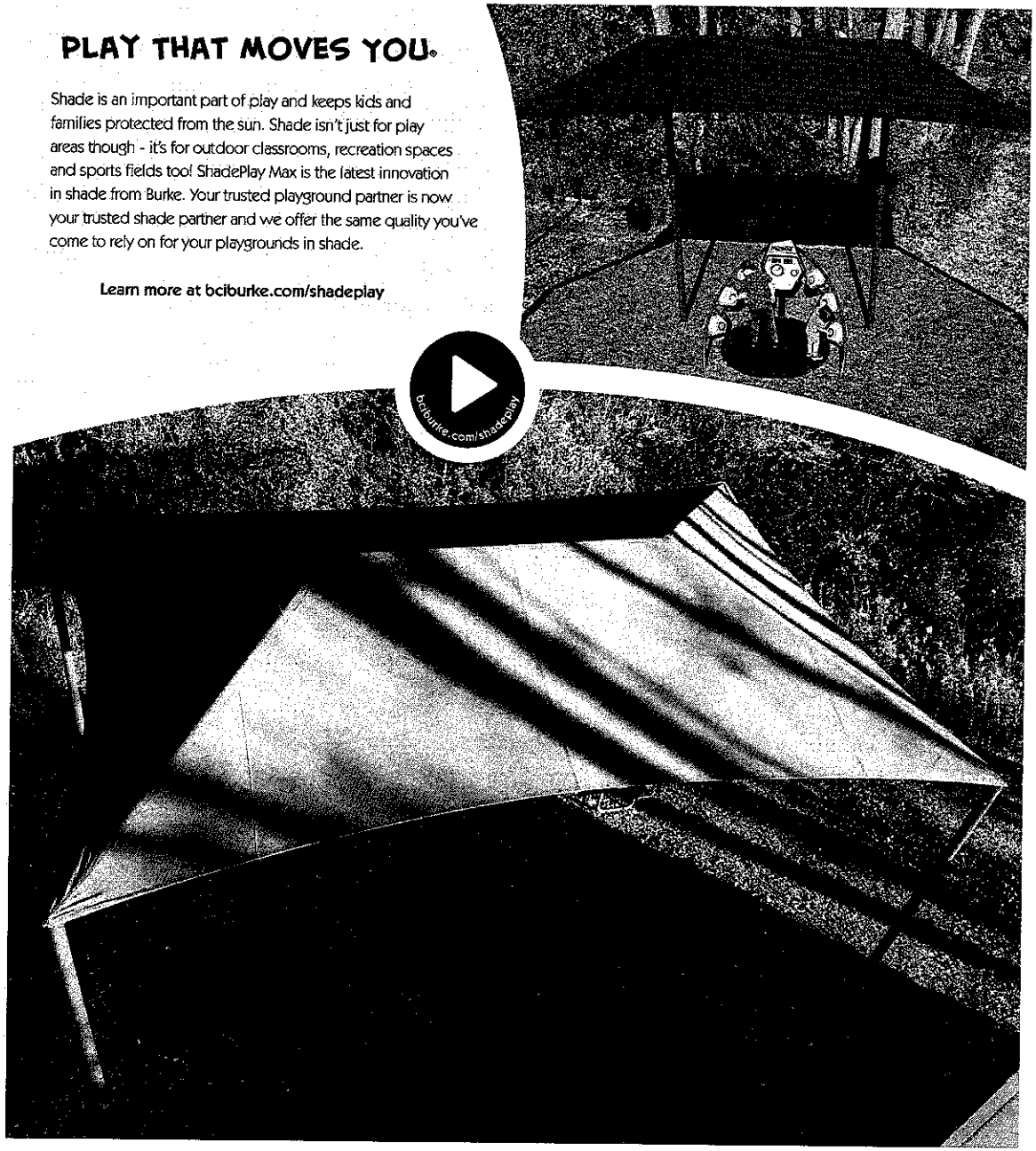
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Burke SHADEPLAY® MAX

PLAY THAT MOVES YOU.

Shade is an important part of play and keeps kids and families protected from the sun. Shade isn't just for play areas though - it's for outdoor classrooms, recreation spaces and sports fields too! ShadePlay Max is the latest innovation in shade from Burke. Your trusted playground partner is now your trusted shade partner and we offer the same quality you've come to rely on for your playgrounds in shade.

Learn more at bciburke.com/shadeplay



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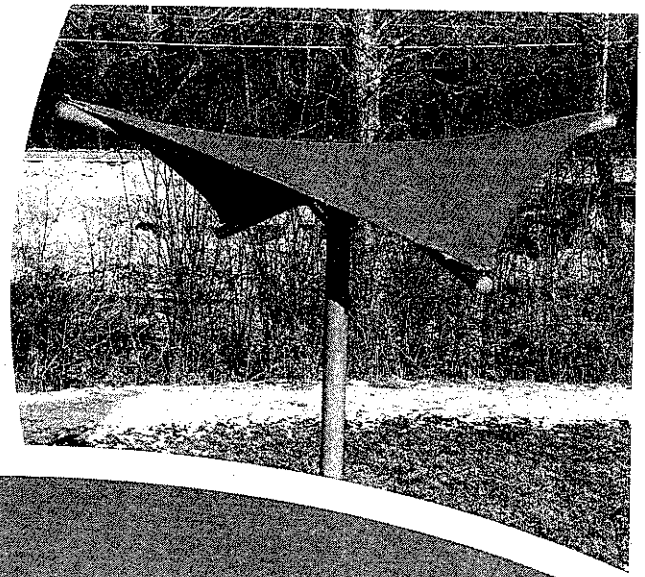
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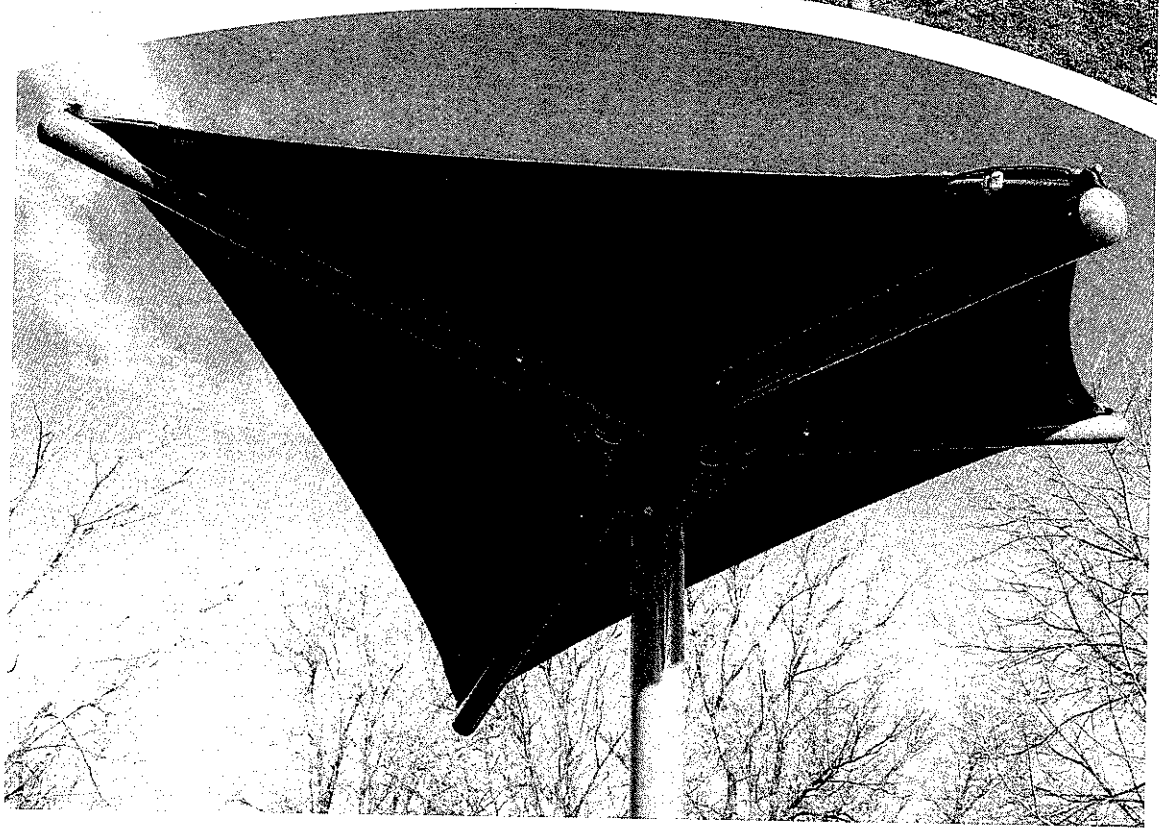
Burke SHADEPLAY® MAX HYPAR

PLAY THAT MOVES YOU.

Shade is an important part of play and keeps kids and families protected from the sun. Shade isn't just for play areas though - it's for outdoor classrooms, recreation spaces and sports fields too! ShadePlay Max is the latest innovation in shade from Burke. Your trusted playground partner is now your trusted shade partner and we offer the same quality you've come to rely on for your playgrounds in shade.

Learn more at bciburke.com/shadeplay





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Option #1 Pricing

Estimate 11311

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

BID SCHEDULE

PROJECT NAME: BID NO. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182

DUE DATE: JULY 2, 2024 BEFORE 2:00:00 P.M.

BIDDER NAME: fun abounds, Inc. - Payton Palmer-Newton

BASE WORK SCOPE: The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

BASE BID

Item #	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
1	MOBILIZATION, INSURANCE AND BONDS PER PLANS AND SPECIFICATIONS	LS	1	$7,306.00	$7,306.00
2	TEMPORARY PROJECT SIGNAGE PER PLANS AND SPECIFICATIONS	LS	1	$550.00	$550.00
3	DEMOLITION OF ENGINEERED WOOD FIBER (EWF) (APPOX. 12" THICK) AND TRANSFER TO AREAS WITHIN PARK PER PLANS AND SPECIFICATIONS.	SF	7,575	$1.35	$10,226.25
4	TYPE D, CRUSHED LIMESTONE, 8.5" THICK AFTER COMPACTED IN PLACE TO 95% COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$5.75	$43,556.25
5	GEO-GRID OR GEO-FABRIC INSTALLED ON TOP OF BASE MATERIAL COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$0.55	$4,166.25
6	RUBBER SURFACING 3.5" THICK COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$20.00	$151,500.00
7	NEW PLAYGROUND STRUCTURE(S) MEETING THE MINIMUM REQUIREMENTS AS SET FORTH IN THE PLANS AND SPECIFICATIONS AND WITHIN THE AREAS LISTED. THIS INCLUDES A SUPER STRUCTURE, SWING SET, MERRY-GO-ROUND, STEM PLAY, ELECTRONIC GAME AND MUSIC PLAY. CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED.	LS	1	$479,421.00	$479,421.00
8	TWO-POST HIP SHADE STRUCTURE (15' X 22' X 10') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	2	$13,150.00	$26,300.00
9	SINGLE-POST SQ SHADE STRUCTURE (16') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	1	$10,950.00	$10,950.00
				TOTAL BASE BID	**$733,975.75**

*Submission of a bid tab with "Clarifications" or "Exclusions" and/or any other stipulations will not be accepted. It shall be the bidder's responsibility to provide a complete bid and ask any questions necessary to clarify any bid items or relevant concerns within the questions period.

**The award will be based on the BASE BID and the Owner reserves the right to determine the most advantageous and best bid for the project.

***The Calhoun County Commissioners Court shall be the sole judge in determining which bid will be the most advantageous to Calhoun County.

fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Estimate

Date	Estimate #
7/2/2024	11311

Payton Palmer-Newton,
Playground Specialist
Coastal Bend
payton@fabplaygrounds.com
361-230-3006

We are pleased to provide this estimate for

Calhoun County Presinct 1
305 Henry Barber Way
Port Lavaca, Texas 77979

Ship to:

Rep	Terms	Project
PPN	30% deposit requ...	LCB Playground ...

Item	Description	Qty	Rate	Total
Sign	Provide and Install Temporary Project Sign		550.00	550.00
Removal	Remove 7,575sqft. of EWF @ 12" Depth Transfer to TBD Area Within Park	7,575	1.35	10,226.25
Aggregate Base Installation	The installation of stone aggregate. Typically 8" of Type D Crushed Limestone compacted to 95% compaction.	7,575	5.75	43,556.25
Geotextile	Supply and install 7,574sqft of geo fabric	7,575	0.55	4,166.25
Burke	BCI Burke Custom Playground See drawing 125-181066-1/2 Coastal Paint Package Included		382,421.00	382,421.00
Freight	Freight (firm quote TBD at time of order) Includes Playground Equipment and Shade Structures		20,000.00	20,000.00
Installation	Installation of Playground Equipment		107,000.00	107,000.00

Thank you for allowing us to submit this proposal.

Subtotal

Sales Tax..

Total

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #20-2-11596

Signature

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!

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Item	Description	Qty	Rate	Total
Poured In Place	Provide & install 7,575 SF of 3.5" TOTAL UNIFORM thickness SpectraPour safety surfacing. 3.5" UNIFORM thickness is rated for a max. fall height of 8'-0" 50% Black / 50% Color (Design Included)	7,575	20.00	151,500.00
Burke	BCI Burke ShadePlay Max Two Post Hip: 15' x 22' x 10' Coastal Paint Package Included	2	7,650.00	15,300.00
Burke	BCI Burke 16' Single Post Hypar ShadePlay Max Coastal Paint Package Included	1	5,450.00	5,450.00
Installation	Installation of (2)15'x22'x10' 2-Post HIP Shades & (1) Single Post Hypar Includes Sawcutting existing Concrete		16,500.00	16,500.00
Bonds	Performance and Labor Bonds		7,306.00	7,306.00
Discount	fun abounds Discount		-30,000.00	-30,000.00

Thank you for allowing us to submit this proposal.

Subtotal	
Sales Tax..	
Total	

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Ship to:

Rep	Terms	Project
PPN	30% deposit requ...	LCB Playground ...

Item	Description	Qty	Rate	Total
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after an order has been received, a minimum of 5% restocking to full replacement pricing of item will be required. Price valid for 30 days.		0.00	0.00

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Sales Tax..	
Total	

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Port Lavaca, Texas 77979

Ship to:

Rep	Terms	Project
PPN	30% deposit requ...	LCB Playground ...

Item	Description	Qty	Rate	Total
Force Majeure	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease, contagion, strikes, or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be re-assessed.		0.00	0.00

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Subtotal	
Sales Tax..	
Total	

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361-230-3006

We are pleased to provide this estimate for

Calhoun County Presinct I
305 Henry Barber Way
Port Lavaca, Texas 77979

Ship to:

Rep	Terms	Project
PPN	30% deposit requ...	LCB Playground ...

Item	Description	Qty	Rate	Total
Nondisclosed underground	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility. We HIGHLY recommend a private locate service scan the site BEFORE we arrive on site.		0.00	0.00
Engineered Drawings	Engineered drawings for the shade units are not included in pricing.			0.00
Drainage Notation	Drainage pricing has been withheld from this quote. If there is a need for drainage at the time of install, charges will be addressed at that time.		0.00	0.00

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Ship to:

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PPN	30% deposit requ...	LCB Playground ...

Item	Description	Qty	Rate	Total
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00
Water Clause	In the event, we run into excessive water, we will partner with you as to best handle the situation, There may be an additional charge.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00
Credit Cards	Payments made with credit cards will require an additional 3.10% service fee.		0.00	0.00

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Item	Description	Qty	Rate	Total
HUB Certificate	Certificate/VID Number: 1364766562200 File/Vendor Number: 496631 Approval Date: 25-MAR-2020 Scheduled Expiration Date: 25-MAR-2024		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	$733,975.75
Sales Tax..	$0.00
Total	$733,975.75

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Signature _____

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Scheduling & Lead Times

All Dates are Tentative Due to Weather

- **Current Manufacturing Lead Time**
  - 9-11 Weeks
- **Shipping / Transit**
  - 1-2 Weeks
- **Installation Team Mobilize and Arrive On-Site**
  - 1-2 Weeks
- **Entire Playground Installation** (Including site prep; equipment; shade units; surfacing)
  - 4-5 Weeks
- **Approximate Project Completion Lead Time from Time of Order:**
  - 15-20 Weeks

114 Venice, Sugar Land, TX. 77478
Main 855-226-8637 / Fax 281-265-0043

fun abounds℠
"creating playground memories filled with fun"

Thank you for allowing us

to present this proposal to you.

We would love the opportunity to

"***create playground memories filled with fun***"

for

THE STATE OF TEXAS
COUNTY OF CALHOUN

114 Venice St, Sugar Land, TX 77478
361-230-3006
payton@fabplaygrounds.com
www.fabplaygrounds.com

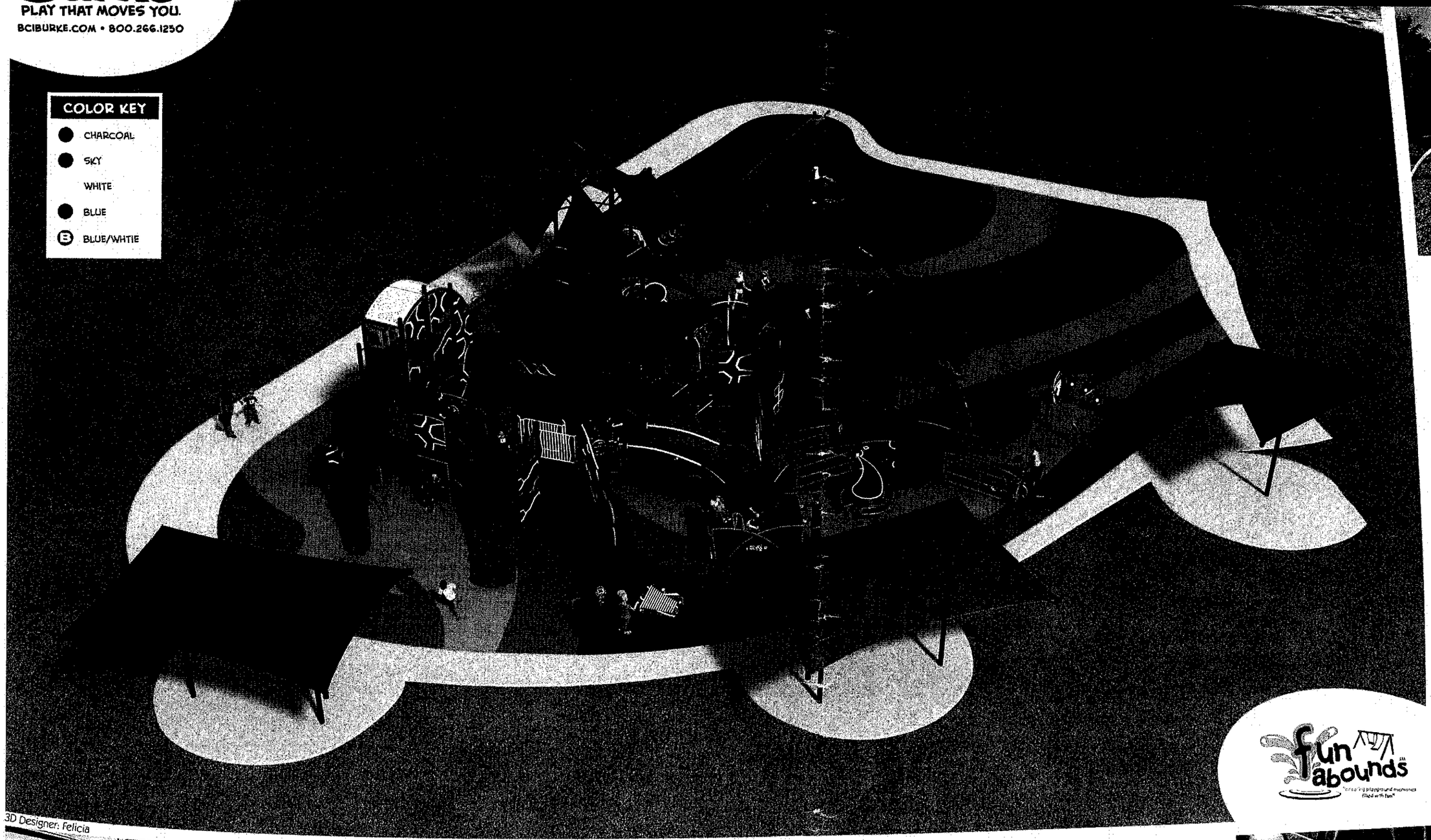
Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

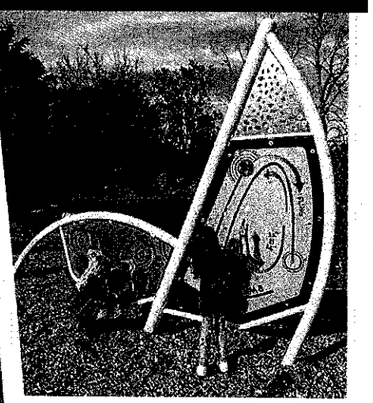
CALHOUN COUNTY INCLUSIVE PLAYGROUND

PROPOSAL #:125-181066-1

COLOR KEY

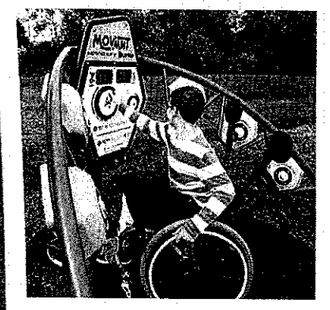
- CHARCOAL
- SKY
- WHITE
- BLUE
- (B) BLUE/WHITE





STEMPLAY™

Children learn through play and Burke's new StemPlay™ collection fosters learning in a fun and child-directed way! Taking concepts of engineering and science and bringing them outside into an open environment creates a place where children can develop creativity, problem solving and explore their connectedness to the outdoor world. Studies have shown outdoor learning can increase test scores and improve physical, emotional and mental health.



MOVMNT® INCLUSIVE

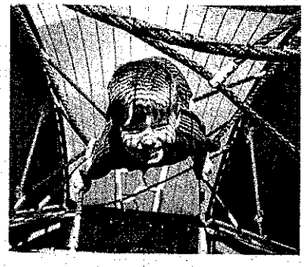
MOVMNT is an electronic game that is powered by people. Users power up the game and dive into the numerous game options from single player to multi-player and individual achievement to team spirit. It's a huge video game that disguises exercise as entertainment and fosters healthy competition and determination. With two versions, everyone can play and be challenged at their level.

3D Designer: Felicia



COGNITIVE

So many life skills are learned through play! Skills such as cognitive planning, mastering new concepts, problem solving and expression are developed naturally through play events like climbing, sliding and spinning.



CLIMBING

Climbing brings adventure and challenge to the playground while providing necessary developmental benefits such as balance, agility, upper and lower body strength and decision-making skills! When children climb, they develop confidence and take age appropriate risks that help build skills that will help them throughout their lives.



PLAY VARIETY

This design offers the perfect solution for a great playspace and ensures that the necessary and age-appropriate play components are included. With various slides, climbers and spinning events, kids will be able to enhance physical fitness while having fun playing.



SWINGING

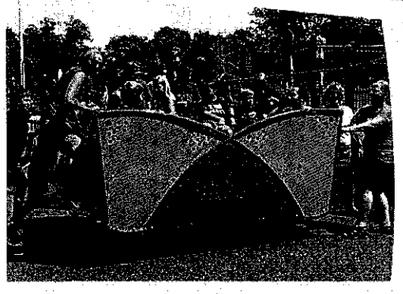
The joy of swinging is a childhood staple and kids LOVE it! Best of all, it has so many developmental benefits, including inner ear development, spatial awareness and sensory integration.

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

CALHOUN COUNTY INCLUSIVE PLAYGROUND

PROPOSAL #:125-181066-1

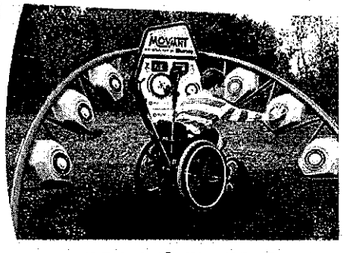
3D Designer: Felicia



CRUISER



COBRA SLIDE® CORKSCREW



MOVMNT® INCLUSIVE



PLAYENSEMBLE® CIRQUE DRUMS



KONNECTION SWING



EVOLUTION® ARCH CLIMBER

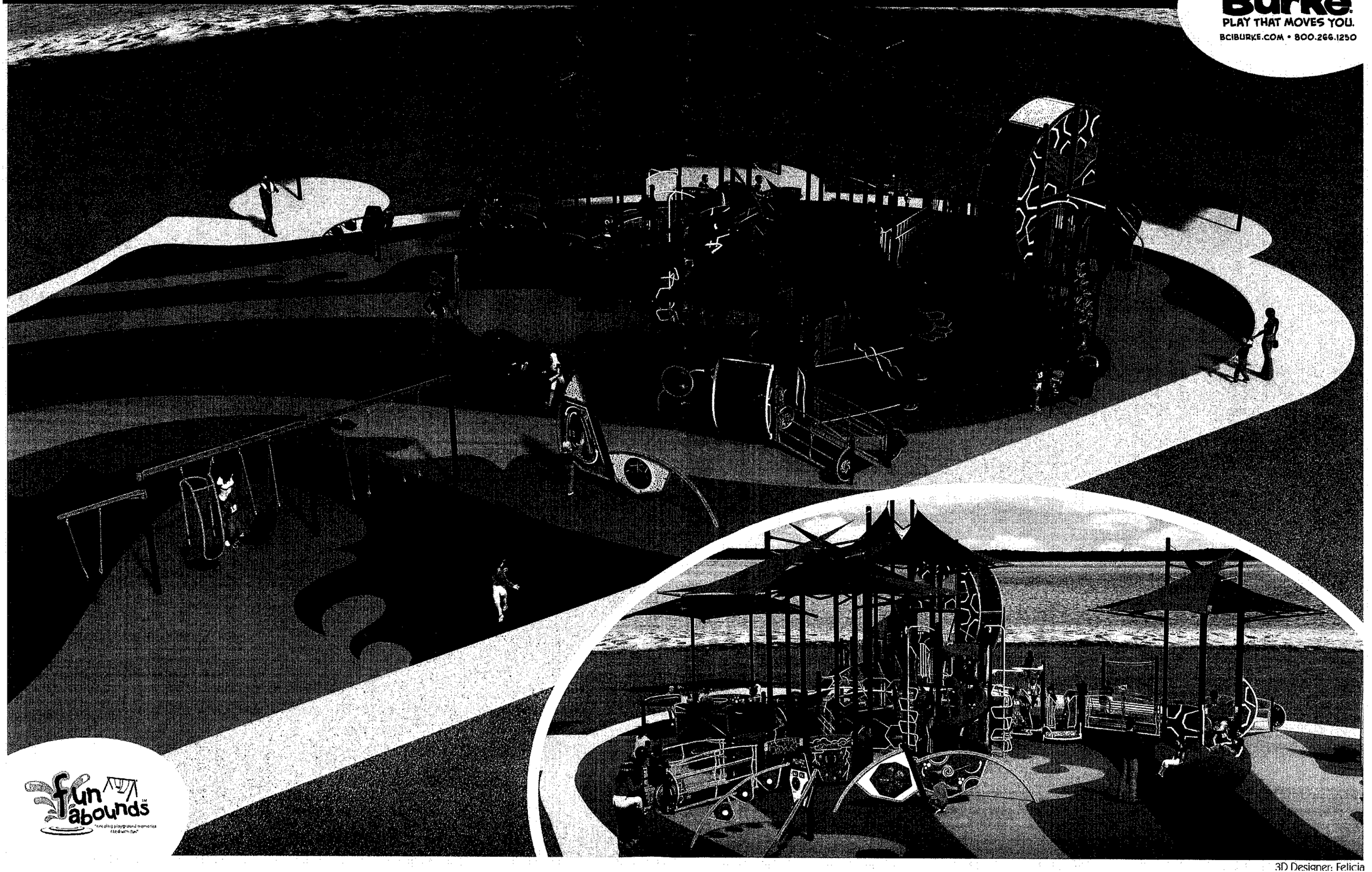


VOLTA® INCLUSIVE SPINNER

PROPOSAL #: 125-181066-1

CALHOUN COUNTY INCLUSIVE PLAYGROUND

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funabounds™
"creating playground memories filled with fun"

3D Designer: Felicia

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PARK PLACE
RECREATION DESIGNS
P.O. Box 18186 | San Antonio, Texas 78218
Local: (210) 821-5878 | Toll Free: (800) 626-0238
Email: fun@miracleparkplace.com | www.miracleparkplace.com
BuyBoard Contract #592-19

COPY

CALHOUN COUNTY, TEXAS

BID NUMBER 2024.08

INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT

SUBMISSION DEADLINE:

TUESDAY, JULY 2, 2024

2:00 PM

SUBMITTED BY:

PARK PLACE RECREATION DESIGNS, INC.

ROBERT K. AHRENS, PRESIDENT

BuyBoard® Cooperative Purchasing Vendor

BuyBoard Contract #679-22: Parks and Recreation Equipment, Products, and Installation Services

TML TEXAS

Please note: Design services are not offered under the BuyBoard contract.

CONTRACT DOCUMENTS

FOR THE

BID NO. 2024.08

INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT

FOR

CALHOUN COUNTY, TEXAS

WEST AUSTIN STREET
PORT LAVACA, TEXAS

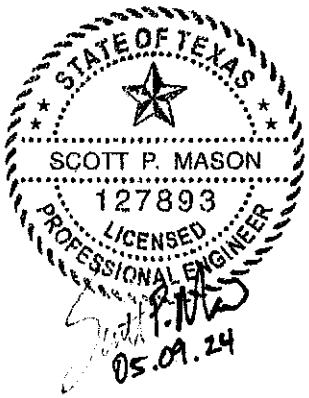
TEXAS GENERAL LAND OFFICE
CONTRACT NO. 20-065-064-C182

MAY 2024

This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovely 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 Disaster Relief Program

Prepared by:

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



Approved By:

Scott P. Mason, P.E.
Texas Serial No. 127893
Date:

G & W Engineers, Inc.
Texas Registered Engineering Firm F-04188
Project No. 5310.011e

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. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182

DUE DATE: JULY 2, 2024 BEFORE 2:00:00 P.M.

BIDDER NAME: Park Place Recreation Designs, Inc.

BASE WORK SCOPE: The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

BASE BID

Item #	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
1	MOBILIZATION, INSURANCE AND BONDS PER PLANS AND SPECIFICATIONS	LS	1	**$18,400.00**	**$18,400.00**
2	TEMPORARY PROJECT SIGNAGE PER PLANS AND SPECIFICATIONS	LS	1	**$1,500.00**	**$1,500.00**
3	DEMOLITION OF ENGINEERED WOOD FIBER (EWF) (APPOX. 12" THICK) AND TRANSFER TO AREAS WITHIN PARK PER PLANS AND SPECIFICATIONS.	SF	7,575	**$0.88**	**$6,666.00**
4	TYPE D, CRUSHED LIMESTONE, 8.5" THICK AFTER COMPACTED IN PLACE TO 95% COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	**$6.60**	**$49,995.00**
5	GEO-GRID OR GEO-FABRIC INSTALLED ON TOP OF BASE MATERIAL COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	**$0.14**	**$1,060.50**
6	RUBBER SURFACING 3.5" THICK COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS ***(ALTERNATE: 4" THICKNESS)***	SF	7,575	**$21.00**	**$159,075.00**
7	NEW PLAYGROUND STRUCTURE(S) MEETING THE MINIMUM REQUIREMENTS AS SET FORTH IN THE PLANS AND SPECIFICATIONS AND WITHIN THE AREAS LISTED. THIS INCLUDES A SUPER STRUCTURE, SWING SET, MERRY-GO-ROUND, STEM PLAY, ELECTRONIC GAME AND MUSIC PLAY. CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED.	LS	1	**$392,856.00**	**$392,856.00**
8	TWO-POST HIP SHADE STRUCTURE (15' X 22' X 10') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION. ***(ALTERNATE DESIGN)***	EA	2	**$23,609.50**	**$47,219.00**
9	SINGLE-POST SQ SHADE STRUCTURE (16') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION. ***(ALTERNATE DESIGN)***	EA	1	**$22,882.00**	**$22,882.00**
				TOTAL BASE BID	**$699,653.50**

*Submission of a bid tab with "Clarifications" or "Exclusions" and/or any other stipulations will not be accepted. It shall be the bidder's responsibility to provide a complete bid and ask any questions necessary to clarify any bid items or relevant concerns within the questions period.

**The award will be based on the BASE BID and the Owner reserves the right to determine the most advantageous and best bid for the project.

***The Calhoun County Commissioners Court shall be the sole judge in determining which bid will be the most advantageous to Calhoun County.

PARK PLACE
RECREATION DESIGNS
P.O. Box 18186 | San Antonio, Texas 78218
Toll Free: (800) 626-0238 | Local: (210) 821-5878
Email: fun@miracleparkplace.com | Web: www.miracleparkplace.com
BuyBoard Contract #679-22

Date:	**July 2, 2024**	Quote:	**Bid No. 2024.08**
Customer:	**Calhoun County, Texas**		
Project:	**Little Chocolate Bayou County Park Playground Improvements Phase 2**		
Item:	**1. Mobilization, Insurance, and Bonds**		

QTY	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	BONDS	Payment and Performance Bonds	$18,400.00	$ 18,400.00
			$ -	$ -
		PRE-TAX TOTAL OF ALL		**$ 18,400.00**
		SALES TAX (if applicable)	0.00%	**$ -**
		GRAND TOTAL		**$18,400.00**

- Pricing is for materials/delivery. Installation is not included unless priced above.
- If not priced above and if required, the following items and associated costs/fees will be the responsibility of the customer: Engineer Sealed Drawings – Local Building Permits – Payment/Performance Bonds – TDLR Registration/Review/Inspections. Each item, along with its fee/cost, will be listed separately.
- **Prices are valid for 30 days after which they are subject to change.** Any work not specifically mentioned in this proposal as being included shall be deemed excluded. The customer will be responsible for any taxes owed.
- A 3% fee will be added for payment by credit card.

Please issue all purchase orders and payments to **Park Place Recreation Designs, Inc.**
Terms: 50% down payment with signed quote.
Municipalities/School Districts purchase orders accepted as authorization.

Authorized by: x_____
Printed Name Signature Date

PARK PLACE
RECREATION DESIGNS
P.O. Box 18186 | San Antonio, Texas 78218
Toll Free: (800) 626-0238 | Local: (210) 821-5878
Email: fun@miracleparkplace.com | Web: www.miracleparkplace.com
BuyBoard Contract #679-22

Date:	**July 2, 2024**	Quote:	**Bid No. 2024.08**
Customer:	**Calhoun County, Texas**		
Project:	**Little Chocolate Bayou County Park Playground Improvements Phase 2**		
Item:	**2. Temporary Project Signage**		

QTY	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	SIGNAGE	Project Construction Sign	$ 1,500.00	$ 1,500.00
			$ -	$ -
		PRE-TAX TOTAL OF ALL		**$ 1,500.00**
		SALES TAX (if applicable)	0.00%	**$ -**
		GRAND TOTAL		**$ 1,500.00**

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- A 3% fee will be added for payment by credit card.

Please issue all purchase orders and payments to **Park Place Recreation Designs, Inc.**
Terms: 50% down payment with signed quote.
Municipalities/School Districts purchase orders accepted as authorization.

Authorized by: x_____
Printed Name Signature Date

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Date:	**July 2, 2024**	Quote:	**Bid No. 2024.08**
Customer:	**Calhoun County, Texas**		
Project:	**Little Chocolate Bayou County Park Playground Improvements Phase 2**		
Item:	**3. Demolition of Engineered Wood Fiber (EWF) and Transfer to Areas Within Park**		

QTY	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
7575	DEMO	Remove existing Engineered Wood Fiber and transfer to areas within park as directed by county staff. Price per square foot.	$ 0.88	$ 6,666.00
			$ -	$ -
		PRE-TAX TOTAL OF ALL		**$ 6,666.00**
		SALES TAX (if applicable)	0.00%	**$ -**
		GRAND TOTAL		**$ 6,666.00**

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Date:	**July 2, 2024**	Quote:	**Bid No. 2024.08**
Customer:	**Calhoun County, Texas**		
Project:	**Little Chocolate Bayou County Park Playground Improvements Phase 2**		
Item:	**4. Type D, Crushed Limestone, 8.5" Thick After Compacted in Place**		

QTY	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
7575	BASE	Delivery and installation of crushed limestone rock base. Compacted to bring site elevation to within 4" of grade.	$ 6.60	$ 49,995.00
			$ -	$ -
		PRE-TAX TOTAL OF ALL		**$ 49,995.00**
		SALES TAX (if applicable)	0.00%	**$ -**
		GRAND TOTAL		**$49,995.00**

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Date:	**July 2, 2024**	Quote:	**Bid No. 2024.08**
Customer:	**Calhoun County, Texas**		
Project:	**Little Chocolate Bayou County Park Playground Improvements Phase 2**		
Item:	**5. Geo-Grid or Geo-Fabric Installed on top of Base Material**		

QTY	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
7575	FABRIC	Delivery and installation of Geotextile Fabric on top of compacted base material. Price per square foot.	$ 0.14	$ 1,060.50
			$ -	$ -
		PRE-TAX TOTAL OF ALL		**$ 1,060.50**
		SALES TAX (if applicable)	0.00%	**$ -**
		GRAND TOTAL		**$ 1,060.50**

- Pricing is for materials/delivery. Installation is not included unless priced above.
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Date:	**July 2, 2024**		Quote:	**Bid No. 2024.08**
Customer:	**Calhoun County, Texas**			
Project:	**Little Chocolate Bayou County Park Playground Improvements Phase 2**			
Item:	**6. Rubber Surfacing**			

QTY	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
7575	PIP	Delivery and installation of Poured-In-Place Rubber Surfacing system. 100% (full) color. 4" thickness to provide recommended fall height protection for proposed play structure. Price per square foot. *Please note: Bid specification called for 3.5" thickness.*	$ 21.00	$ 159,075.00
			$ -	$ -
		PRE-TAX TOTAL OF ALL		**$ 159,075.00**
		SALES TAX (if applicable)	0.00%	**$ -**
		GRAND TOTAL		**$159,075.00**

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BuyBoard Contract #679-22

Date:	**July 2, 2024**	Quote:	**Bid No. 2024.08**
Customer:	**Calhoun County Texas**		
Project:	**Little Chocolate Bayou County Park Playground Improvements Phase 2**		
Item:	**7. New Playground Structure(s) Meeting Minimum Requirements**		

QTY	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	KC14399	Custom Kids' Choice Inclusive Playsystem, Ages 5-12 *Please see note below re: coastal coatings.*	$ 230,472.00	$ 230,472.00
1	SWINGS	6 Seat Arch Swing Frame with Integrated Shade	$ 19,461.00	$ 19,461.00
4	2840	Slash Proof Belt Swing Seat (8' top rail)	$ 152.00	$ 608.00
1	2740	Inclusive Swing Seat	$ 1,537.00	$ 1,537.00
1	2760	Generation Swing Seat	$ 1,254.00	$ 1,254.00
1	307	Inclusive Whirl	$ 15,845.00	$ 15,845.00
1	MR8097802	Dennis Inclusive Seesaw	$ 8,375.00	$ 8,375.00
1	4501	Concerto Tall Chimes	$ 5,945.00	$ 5,945.00
1	4502	Concerto Vibes	$ 5,929.00	$ 5,929.00
1	4505	Concerto Spin Cabasas, Large	$ 1,472.00	$ 1,472.00
1	4507	Concerto 3-Congas	$ 2,900.00	$ 2,900.00
1	451	Panel Insert Post FS	$ 600.00	$ 600.00
1	714715206	Magical Music Insert	$ 2,422.00	$ 2,422.00
1	4539	Miracle Museum Goooaaalll	$ 7,750.00	$ 7,750.00
1	4536	Miracle Museum Curiosity Thrilled the Cat	$ 7,500.00	$ 7,500.00
1	4538	Miracle Museum My Cup of Tea	$ 7,250.00	$ 7,250.00
1	4535	Miracle Museum Momentum Corridor	$ 8,994.00	$ 8,994.00
1	4534	Miracle Museum Grand Gallery	$ 17,036.00	$ 17,036.00
1	4533	Miracle Museum Dynamics Lab	$ 6,814.00	$ 6,814.00
1	4532	Miracle Museum Odyssey Hall	$ 10,221.00	$ 10,221.00
1	463704	Miracle Museum Tranquility Corner	$ 1,525.00	$ 1,525.00
1	70471316B	TCX Hex/Triangle Perforated Panel	$ 1,795.00	$ 1,795.00
1	70471314B	TCX Oval/Square Perforated Panel	$ 1,795.00	$ 1,795.00
		EQUIPMENT SUBTOTAL		**$ 367,500.00**
1	DISCOUNT	*BuyBoard Proposal #679-22 Discount*		**$ 91,875.00**
		EQUIPMENT SUBTOTAL AFTER DISCOUNT		**$ 275,625.00**
1	FREIGHT		$ 18,006.00	$ 18,006.00
		TOTAL EQUIPMENT DELIVERED		**$ 293,631.00**

Continued on Page 2

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BuyBoard Contract #679-22

Date: **July 2, 2024** Quote #: **Bid No. 2024.08**

Customer: **Calhoun County Texas**

Project: **Little Chocolate Bayou County Park Playground Improvements Phase 2**

Item: **7. New Playground Structure(s) Meeting Minimum Requirements**

QTY	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		SUBTOTAL FROM PAGE 1		**$ 293,631.00**
1	INSTALL	Installation of Equipment	$ 99,225.00	$ 99,225.00
Please note: Playsystem structure and freestanding equipment include a coastal primer/coating for installations in close proximity to saltwater environments.				
		EQUIPMENT AND INSTALLATION SUBTOTAL		**$ 392,856.00**
		SALES TAX (if applicable)	0.00%	$ -
		GRAND TOTAL		**$ 392,856.00**

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Authorized by: x_____
Printed Name Signature Date

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Email: fun@miracleparkplace.com | Web: www.miracleparkplace.com
BuyBoard Contract #679-22

Date:	**July 2, 2024**	Quote:	**Bid No. 2024.08**
Customer:	**Calhoun County, Texas**		
Project:	**Little Chocolate Bayou County Park Playground Improvements Phase 2**		
Item:	**8. Two Post Hip Shade Structure (Alternate) Corrosion Resistant, Wind Resistant**		

QTY	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	ORION	USA Shade Orion 23' x 15' with 8' entry Two Post Sail Shade Structure with curved cantilever arms. Extreme 32 fabric, coastal primer with powder coated frame, stainless steel attachment hardware. Recessed base plate construction.	$17,746.00	$ 35,492.00
1	ENG DWG	Texas Engineer Sealed Drawings	$ 750.00	$ 750.00
				$ -
		EQUIPMENT SUBTOTAL		**$ 36,242.00**
1	FREIGHT			$ 1,227.00
		TOTAL EQUIPMENT DELIVERED		**$ 37,469.00**
1	INSTALL	Installation of Equipment	$ 9,750.00	$ 9,750.00
			$ -	$ -
		PRE-TAX TOTAL OF ALL		**$ 47,219.00**
		SALES TAX (if applicable)	0.00%	**$ -**
		GRAND TOTAL		**$47,219.00**

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BuyBoard Contract #679-22

Date: **July 2, 2024** Quote: **Bid No. 2024.08**

Customer: **Calhoun County, Texas**

Project: **Little Chocolate Bayou County Park Playground Improvements Phase 2**

Item: **9. Single Post Square Shade Structure (Alternate) Corrosion Resistant, Wind Resistant**

QTY	MODEL OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	ARBOR	USA Shade Arbor 17' x19' with 8' entry Single Post Sail Shade Structure. Extreme 32 fabric, coastal primer with powder coated frame, stainless steel attachment hardware. Recessed base plate construction.	$17,359.00	$ 17,359.00
1	ENG DWG	Texas Engineer Sealed Drawings	$ 750.00	$ 750.00
				$ -
		EQUIPMENT SUBTOTAL		**$ 18,109.00**
1	FREIGHT			$ 613.00
		TOTAL EQUIPMENT DELIVERED		**$ 18,722.00**
1	INSTALL	Installation of Equipment	$ 4,160.00	$ 4,160.00
			$ -	$ -
		PRE-TAX TOTAL OF ALL		**$ 22,882.00**
		SALES TAX (if applicable)	0.00%	**$ -**
		GRAND TOTAL		**$22,882.00**

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Authorized by: x_____
Printed Name Signature Date

SPECIFICATION NOTES .

The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

The BIDDER, in compliance with the invitation for bids for **Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 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** 150 **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. Addendum No. 1
2. Addendum No. 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
Demo of existing EWF surfacing, playground installation	OTS Construction Services
PIP rubber surfacing installation	FlexiTurf, LLC

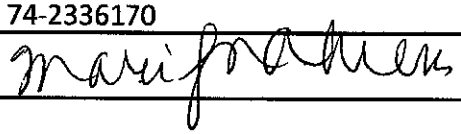
The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

Bidder Name: Park Place Recreation Designs, Inc.

Address: PO Box 18186, San Antonio, TX 78218

Phone: (210) 821-5878 office, (210) 531-6477 mobile

EIN or Tax ID No.: 74-2336170

Signature: 

Name and Title: Marilyn Ahrens, Vice President

Email: fun@miracleparkplace.com

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: 6/25/2024

Bidder (Legal Name of Firm): Park Place Recreation Designs, Inc.

Date Organized: 10/1/1980

Name of Owner(s): Robert Ahrens, President. Marilyn Ahrens, Vice President

Address: Physical: 4225 Woodburn Dr., San Antonio, TX 78218

Mailing: PO Box 18186, San Antonio, TX 78218

Date Incorporated 9/10/1984

Federal ID Number: 74-2336170

Number of Years in contracting business under present name 44

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

None.

Work Presently Under Contract:

Contract	Amount $	Completion Date
Medina Valley ISD New Elementary Schools	$1,039,000	est. July 2024
Comal ISD New Elementary Schools, Playground Renovations	$650,000	est. August 2024
Northside ISD Westwood Terrace Elementary	$319,000	est. July 2024

Type of work performed by your company: Playground design and installation, outdoor amenities

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

7: (3) managers, (4) office staff, sales representatives.

(5) full-time installation subcontractors.

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
New Braunfels ISD Design-Build Services contract	$2,705,000	January 2024
Hidalgo County Linn San Manuel Park inclusive play	$140,600	May 2024
Gregory-Portland ISD Early Childhood Center	$350,000	June 2024

Major equipment available for **this** contract: Installation crews will use skid-steer loader/excavators.

Are you in compliance with all applicable EEO requirements? [X] 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: Frost Bank, 1155 NE Interstate 410 Loop Contact Name: Jake Ladd

City & State: San Antonio Zip: Texas Phone Number: (210) 220-4168

Credit available: $ 750,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? [ ] Yes [X] 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 1 day of July, 2024.

Marilyn Ahrens

Signature

Marilyn Ahrens, Vice President

Printed Name and Title

Park Place Recreation Designs, Inc.

Company Name

Notary Statement:

Marilyn Ahrens, being duly sworn, says that he/she is the Vice President Position/Title of Park Place Recreation Designs (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 1st day of July, 2024

Notary Public

Signature

Erik Solmundson

Printed Name

My Commission Expires: 5/31/2028

ERIK SOLMUNDSON
MY COMMISSION EXPIRES
MAY 31, 2028
NOTARY ID: 132486102

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.**

Park Place Recreation Designs, Inc.

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.**

NONE.

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

7-1-24

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, Marilyn Ahrens (Principal's Name) of Park Place Recreation Designs, Inc. (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)

Marilyn Ahrens, Vice President
Printed Name and Title

Signature

7-1-24
Date

USE OF RECOVERED MATERIAL

Please check one:

- [X] Recovered materials are included in this bid:
  Materials included Miracle Recreation is ISO 14001 certified: Steel, plastic. Surfacing: Rubber
- [ ] 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.

Marilyn Ahrens, Vice President
Printed Name and Title

Signature

7-1-24
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 offence 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 or 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 ce1iification.

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 (I) (a- d) of this certification.

Marilyn Ahrens, Vice President
Name and Title of Authorized Agent

7-1-24
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 l(c), Executive depa1tments 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 repo1i 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 repo1i 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 ce1iification 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 ce1tification 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 principate 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 ce1iifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF BEXAR {}

Marilyn Ahrens (Type or Print Name) being first duly sworn, deposes and says: that he or she is the Vice President (Type or Print Title) of Park Place Recreation Designs, Inc. (Type or Print Name of Company/Firm), having its principal address at Physical: 4225 Woodburn Dr., San Antonio, TX 78218. Mailing: PO Box 18186, San Antonio, TX 78218 (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

Marilyn Ahrens, 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 1st day of July, 2024.

Notary Stamp/Seal

ERIK SOLMUNDSON
MY COMMISSION EXPIRES
MAY 31, 2028
NOTARY ID: 132486102

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)
Park Place Recreation Designs, Inc.
PO Box 18186
San Antonio, TX 78218

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)
Marilyn Ahrens, Vice President

Marilyn Ahrens

SIGNATURE

7-1-24

DATE

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Park Place Recreation Designs, Inc. 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 Park Place Recreation Designs, Inc., 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.

Marilyn Ahrens
Signature

Marilyn Ahrens
Printed Name

Vice President
Title

7-1-24
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
Construction	2	$231,700.00	0	TBD

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)
Supervisor	2	2	0	0
Laborer	9	9	0	0
Totals	11	11	0	0

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

For business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and % ownership of each appointed officers
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ 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
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ 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
☐ List of owned equipment
☐ List of all contracts for the past two years
☐ Statement of ability to comply with public policy

_____ _____
Authorized Name and Signature Date

Attested By: _____ (Corporate Seal)

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.

Marilyn Ahrens

Signature of Contractor's Authorized Official

Marilyn Ahrens, Vice President

Printed Name and Title of Contractor's Authorized Official

7-1-24

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

Approved by OMB
4040-0013

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 a. 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):* N/A	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) Marilyn Ahrens, 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

Park Place Recreation Designs, Inc.
Company Name

Marilyn Ahrens
Signature of Authorized Official

Marilyn Ahrens
Printed Name of Authorized Official

Vice President
Title of Authorized Official

7-1-24
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 Park Place Recreation Designs, Inc. is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

Marilyn Ahrens
Signature of Authorized Agent

Marilyn Ahrens, Vice President
Printed Name and Title of Authorized Agent

7-1-24
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.

SAM.GOV®

PARK PLACE RECREATION DESIGNS, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
HUUNRCMK3HJ9	**0SBZ6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Dec 10, 2024**	
Physical Address	Mailing Address	
4225 Woodburn DR **San Antonio, Texas 78218-5036** **United States**	**4225 Woodburn DR** **P.O. Box 18186** **San Antonio, Texas 78218-5036** **United States**	

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 35	**Texas / United States**	**http://www.miracleparkplace.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 13, 2023	**Dec 11, 2023**	**Jan 10, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1980	**Mar 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure

For Profit Organization

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.

Points of Contact

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**
EFT Indicator	CAGE Code
0000	**0SBZ6**

Electronic Business

MARILYN AHRENS, Vice President
4225 Woodburn
San Antonio, Texas 78218
United States

ROBERT AHRENS AHRENS
4225 Woodburn
San Antonio, Texas 78218
United States

Government Business

ROBERT AHRENS, President
P. O. Box 18186
San Antonio, Texas 78218
United States

MARILYN AHRENS AHRENS
P. O. Box 18186
San Antonio, Texas 78218
United States

Past Performance

ROBERT AHRENS AHRENS
P. O. Box 18186
San Antonio, Texas 78218
United States

MARILYN AHRENS AHRENS
P. O. Box 18186
San Antonio, Texas 78218
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**713990**	**All Other Amusement And Recreation Industries**
	314910	**Textile Bag And Canvas Mills**
	713940	**Fitness And Recreational Sports Centers**

Product and Service Codes

PSC	PSC Name
7830	**Recreational And Gymnastic Equipment**

This entity does not appear in the disaster response registry.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Park Place Recreation Designs, Inc. as PRINCIPAL, and SureTec Insurance Company, as SURETY are held and firmly bound unto **CALHOUN COUNTY, TEXAS** hereinafter called the "Local Public Agency", in the penal sum of Five Percent of Greatest Amount Bid By Principal----- 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 July 2, 2024, for **BID NO. 2024.08 – INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT – GLO CONTRACT NO. 20-065-064-C182 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 (60) 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 2nd day of July 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.

(SEAL)

Park Place Recreation Designs, Inc.

(SEAL)

Attest: Marilyn Allen By: _____

Affix Corporate Seal

SureTec Insurance Company

Attest: _____ By: _____

Affix Corporate Seal

Attest: By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Marilyn Ahrens, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that Robert K. Ahrens, who signed the said bond on behalf of the Principal was then President 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: Marilyn Ahrens Secretary

* 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.

POA# 4221025

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Paul G. Adam, Peter S. Batjer, Joseph P. O'Connor, Lisa W. Friend, Susan D.B. Muniz, Alan N. Sisk, Marci James, Shannon Dunaway, Tammy A. Friddle, Amy Taylor

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars ($10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 15th day of February , 2023 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 15th day of February , 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 2nd day of July , 2024 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221025
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

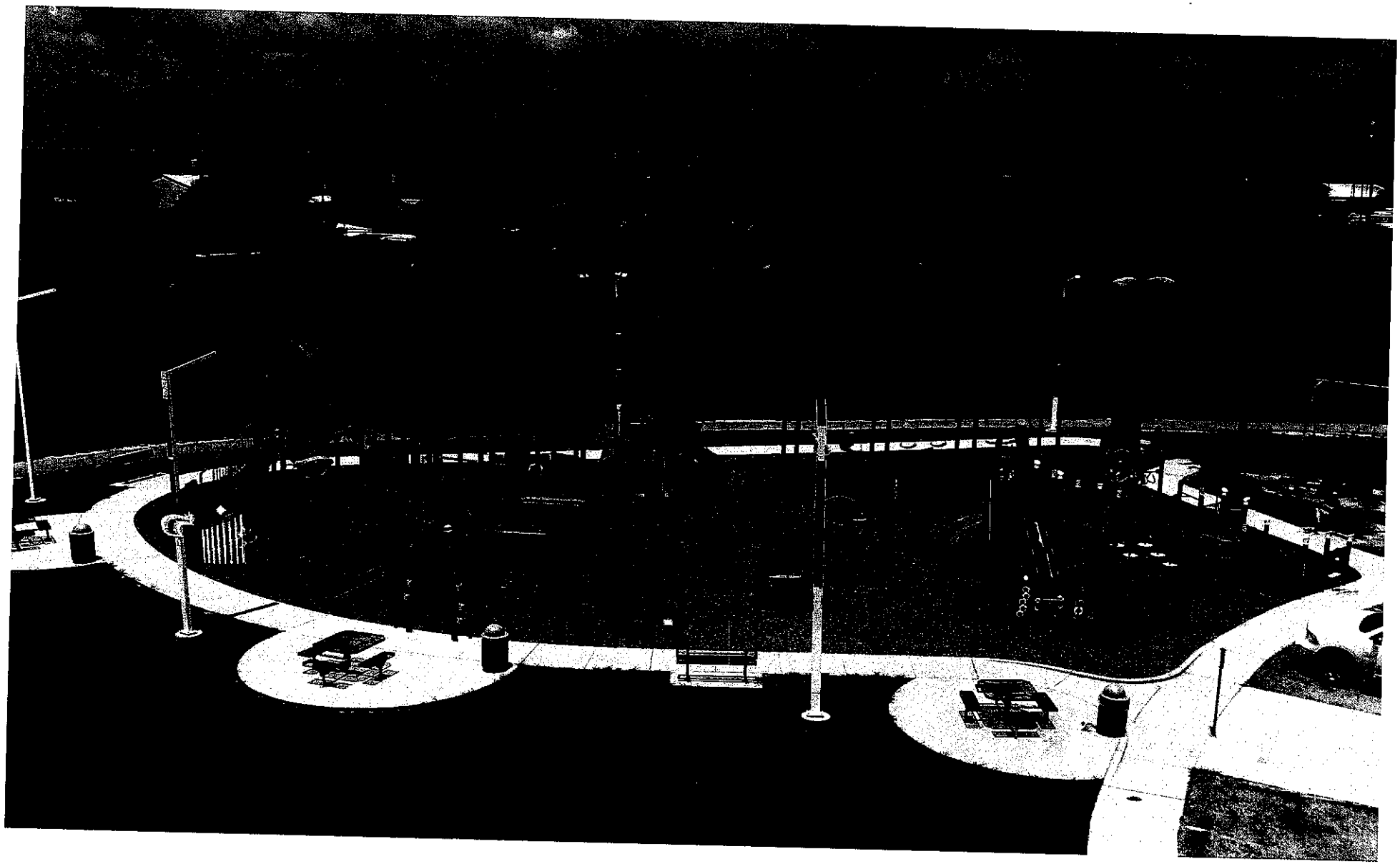
To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



PARK PLACE
RECREATION DESIGNS

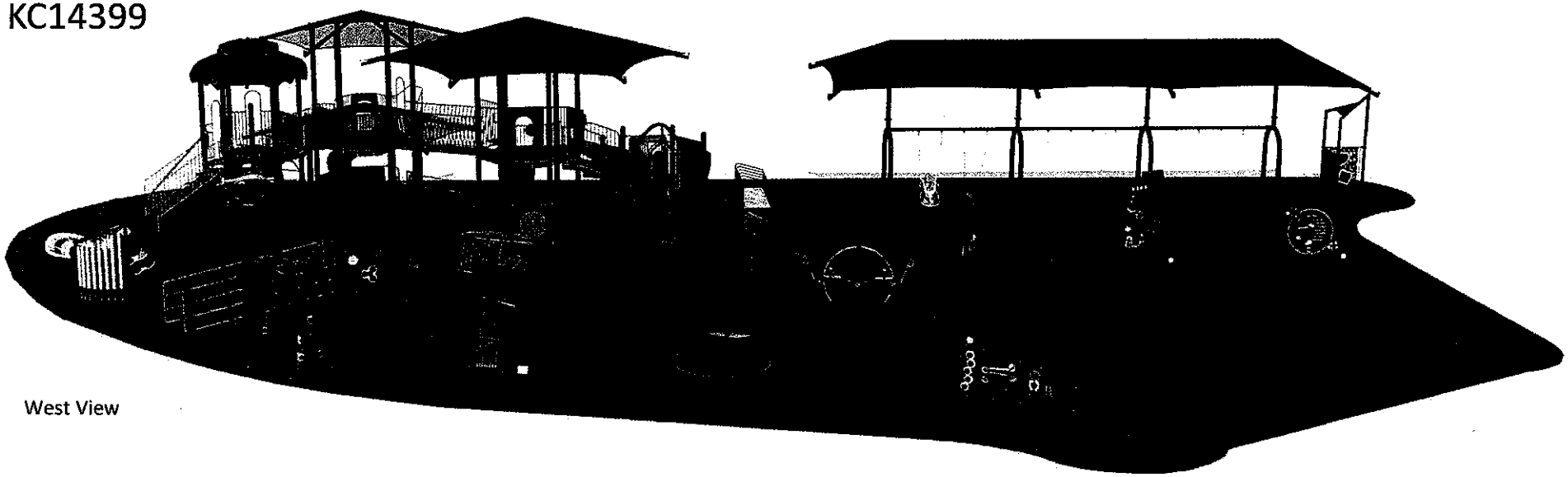
LITTLE CHOCOLATE BAYOU COUNTY PARK
CALHOUN COUNTY

Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

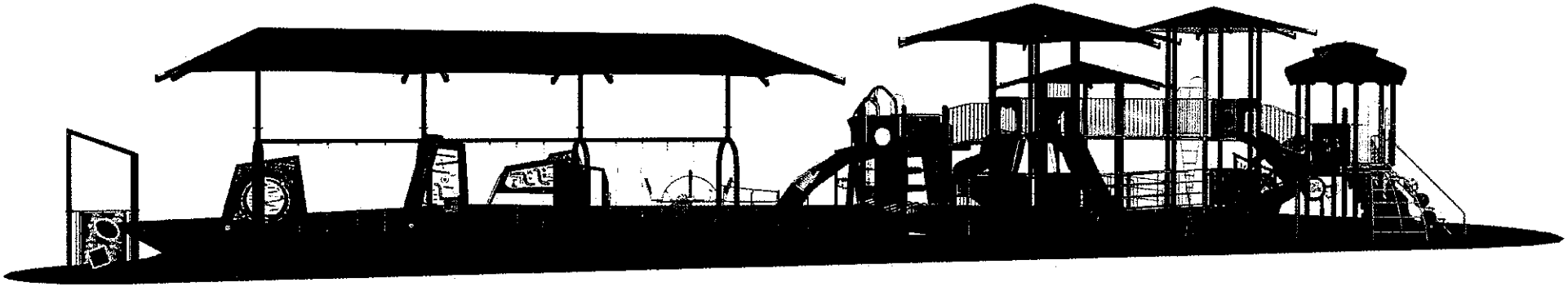
Port Lavaca, Texas

KC14399

PARK PLACE
RECREATION DESIGNS



West View



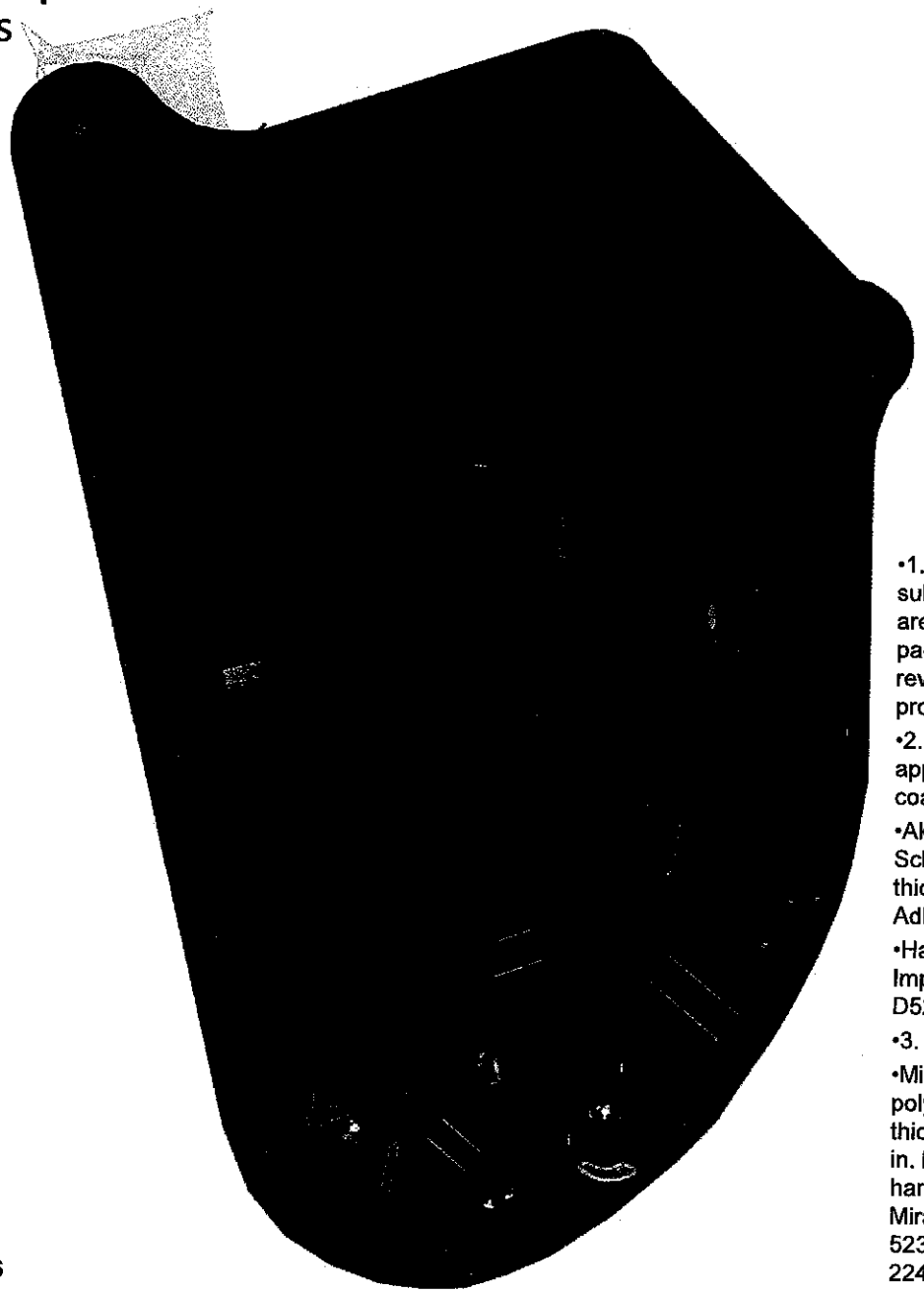
East View

Miracle
In Texas

Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

Port Lavaca, Texas
KC14399

PARK PLACE
RECREATION DESIGNS



Miracle
In Texas

•1. Product finished with Coastal Coating Package will be subjected to a secondary review to ensure all weld joints are properly prepared prior to application of the coating package. This secondary review is in addition to standard review performed as part of "normal" production finishing process.

•2. Coastal Primer Coat Specification – This primer coat is applied and cured as an addition to the standard finish coat described in section (3).

•AkzoNobel Interpon A4700 series or equivalent Cure Schedule: Fully cured 15 minutes at 375F Application thickness 2.0-4.0 mil
Adhesion test to ASTM D3359 (b)

•Hardness ASTM D3363
Impact Resistance (Direct) ASTM D2794 Flexibility ASTM D522

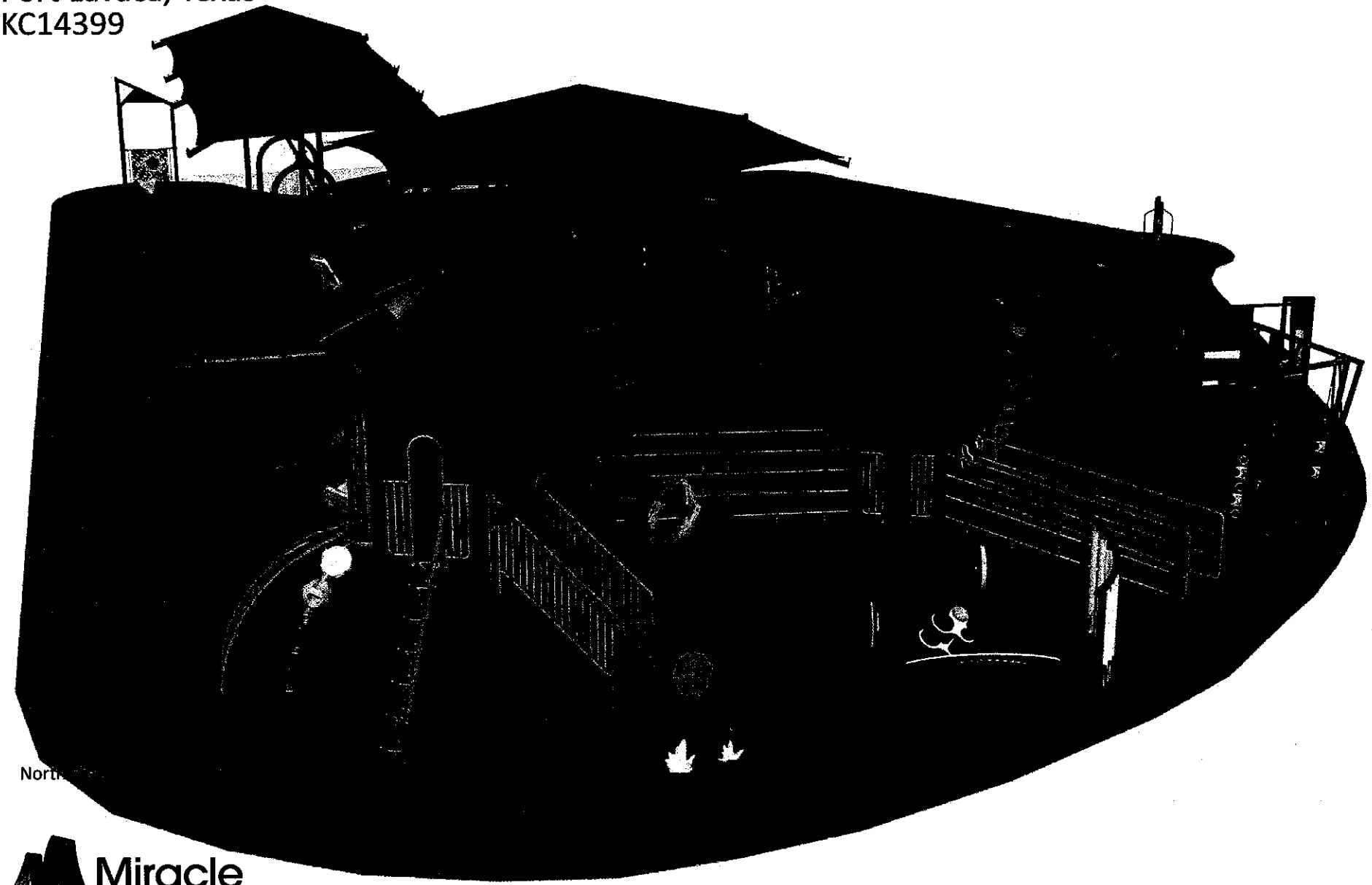
•3. Finish Coat Specification

•Mira-Cote (TM) is a Super Durable formulation of a polyester powder coating finish that is applied to a thickness of 3-5 mil. Mira- Cote has an impact value of 160 in. lbs., flexibility value of 180 degree-1/4" mandrel, shore hardness value H and a crosshatch adhesion of 100%. Mira-Cote is tested in accordance with ASTM D-792, D-523, D-2794, D-1737, D-3363, D-3359 (b), B117 and D-2247.

Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

Port Lavaca, Texas
KC14399

PARK PLACE
RECREATION DESIGNS



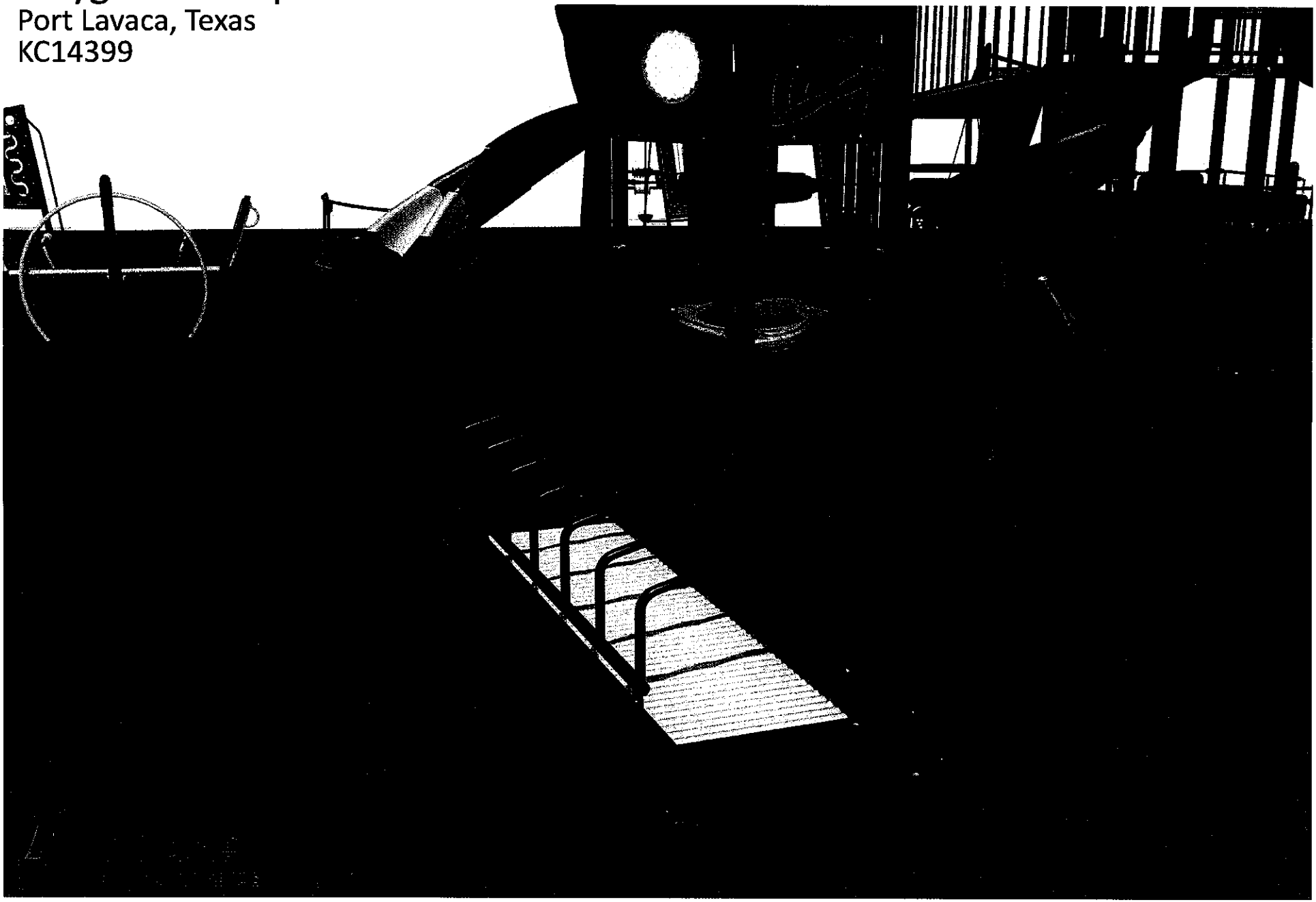
North

Miracle
In Texas

Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

Port Lavaca, Texas
KC14399

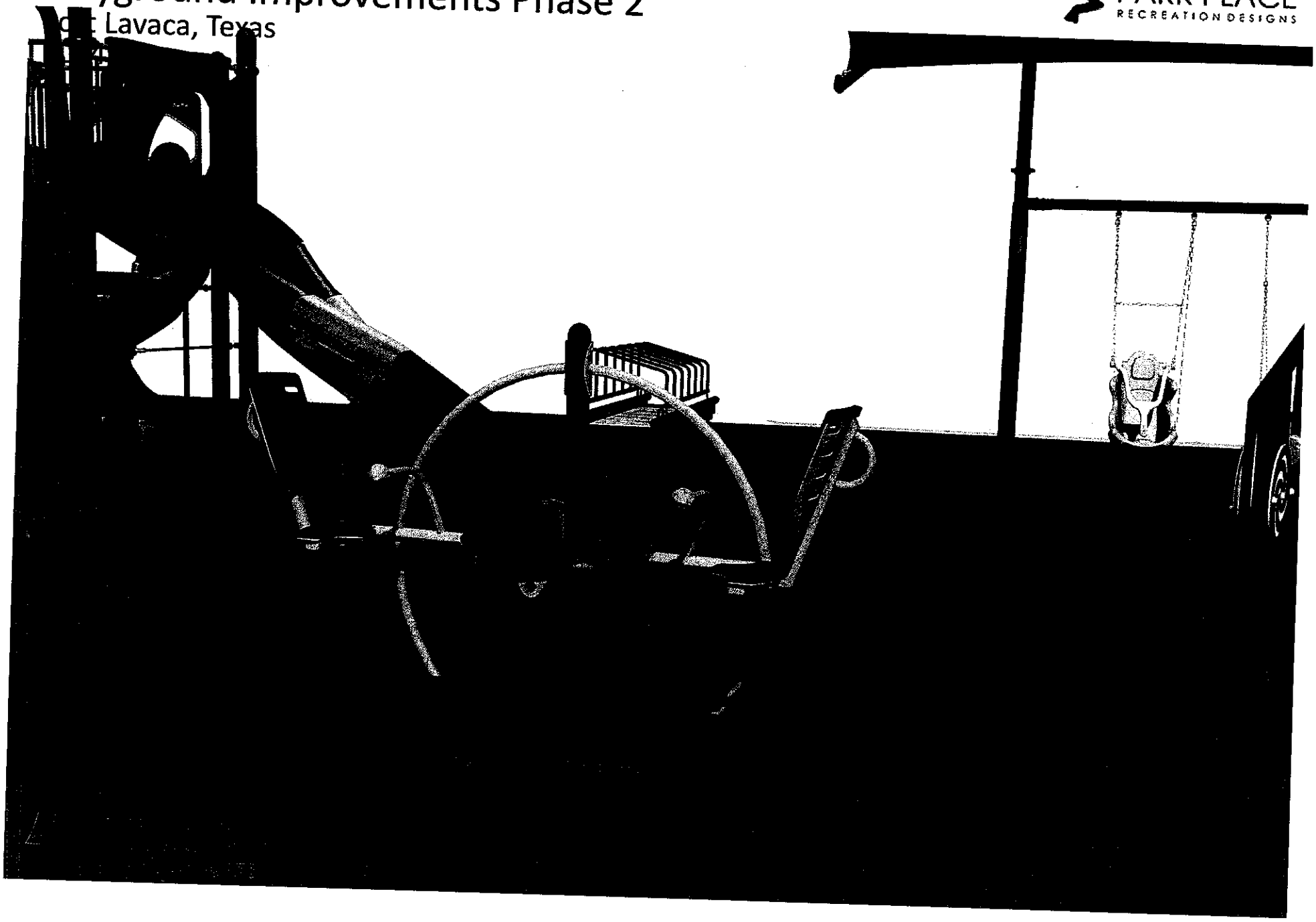
PARK PLACE
RECREATION DESIGNS



Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

Lavaca, Texas

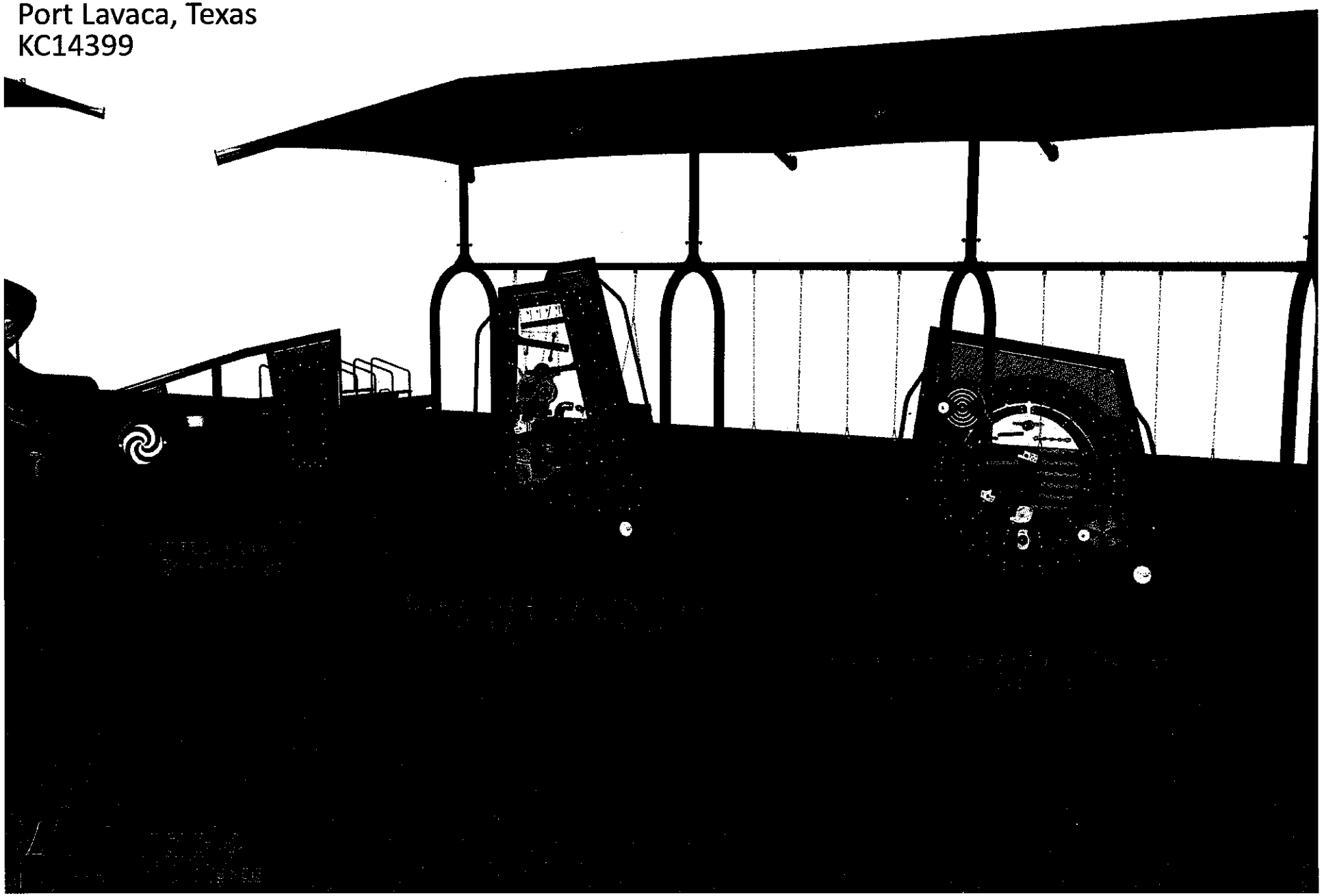
PARK PLACE
RECREATION DESIGNS



Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

Port Lavaca, Texas
KC14399

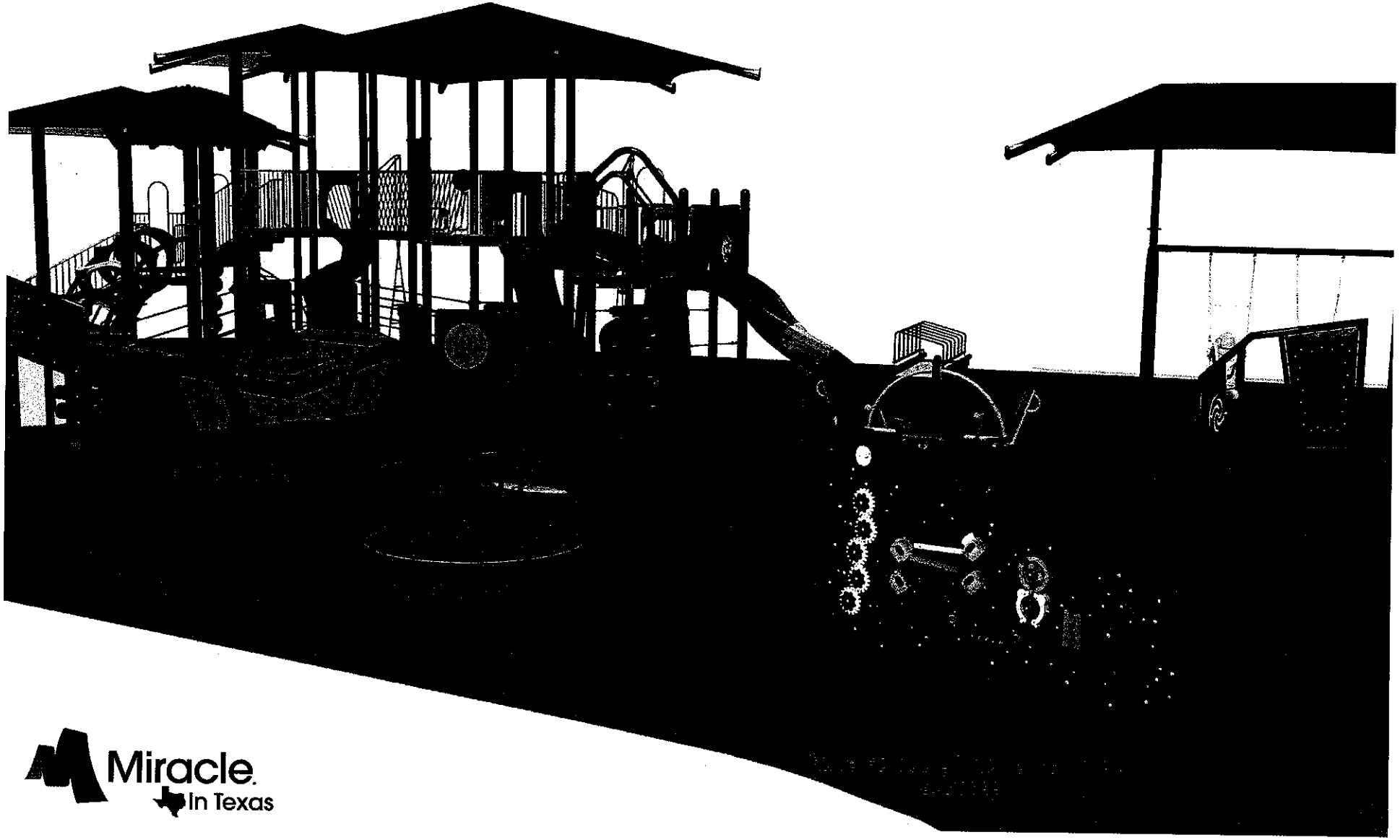
PARK PLACE
RECREATION DESIGNS



Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

Port Lavaca, Texas
KC14399

PARK PLACE
RECREATION DESIGNS



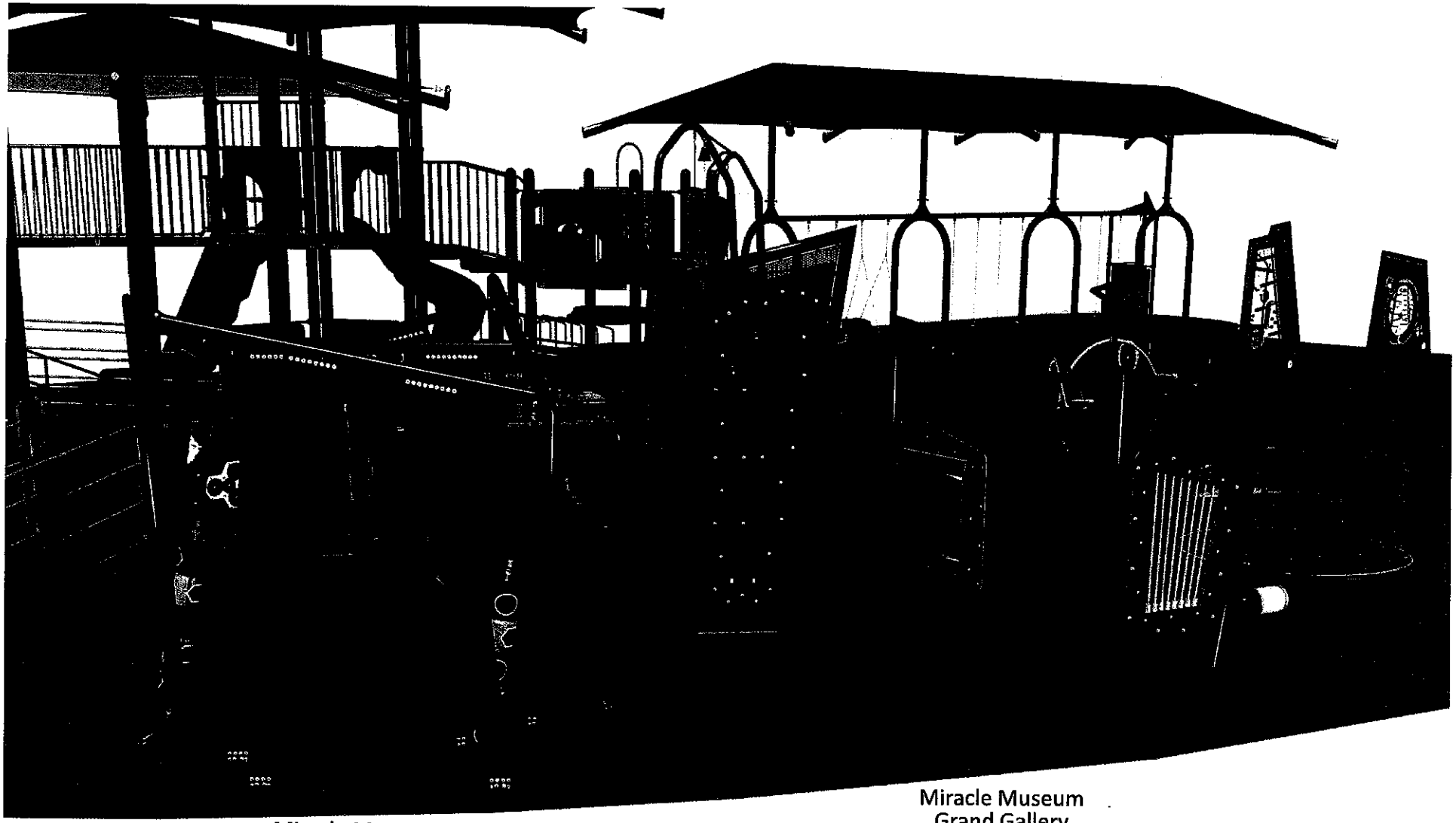
Miracle
In Texas

Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

Port Lavaca, Texas

KC14399

PARK PLACE
RECREATION DESIGNS



Miracle Museum
Odyssey Hall

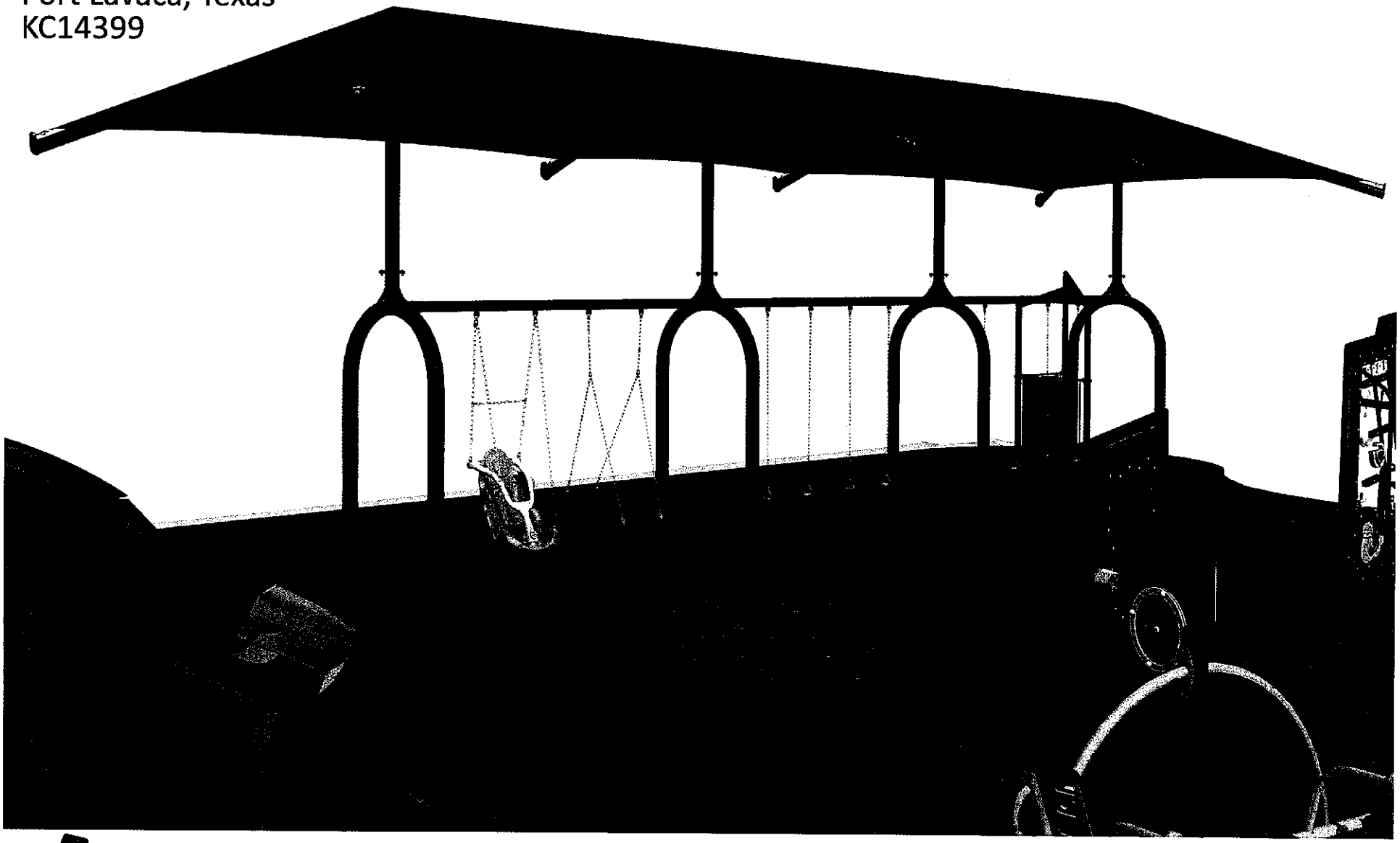
Miracle Museum
Grand Gallery

Miracle
In Texas

Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

Port Lavaca, Texas
KC14399

PARK PLACE
RECREATION DESIGNS



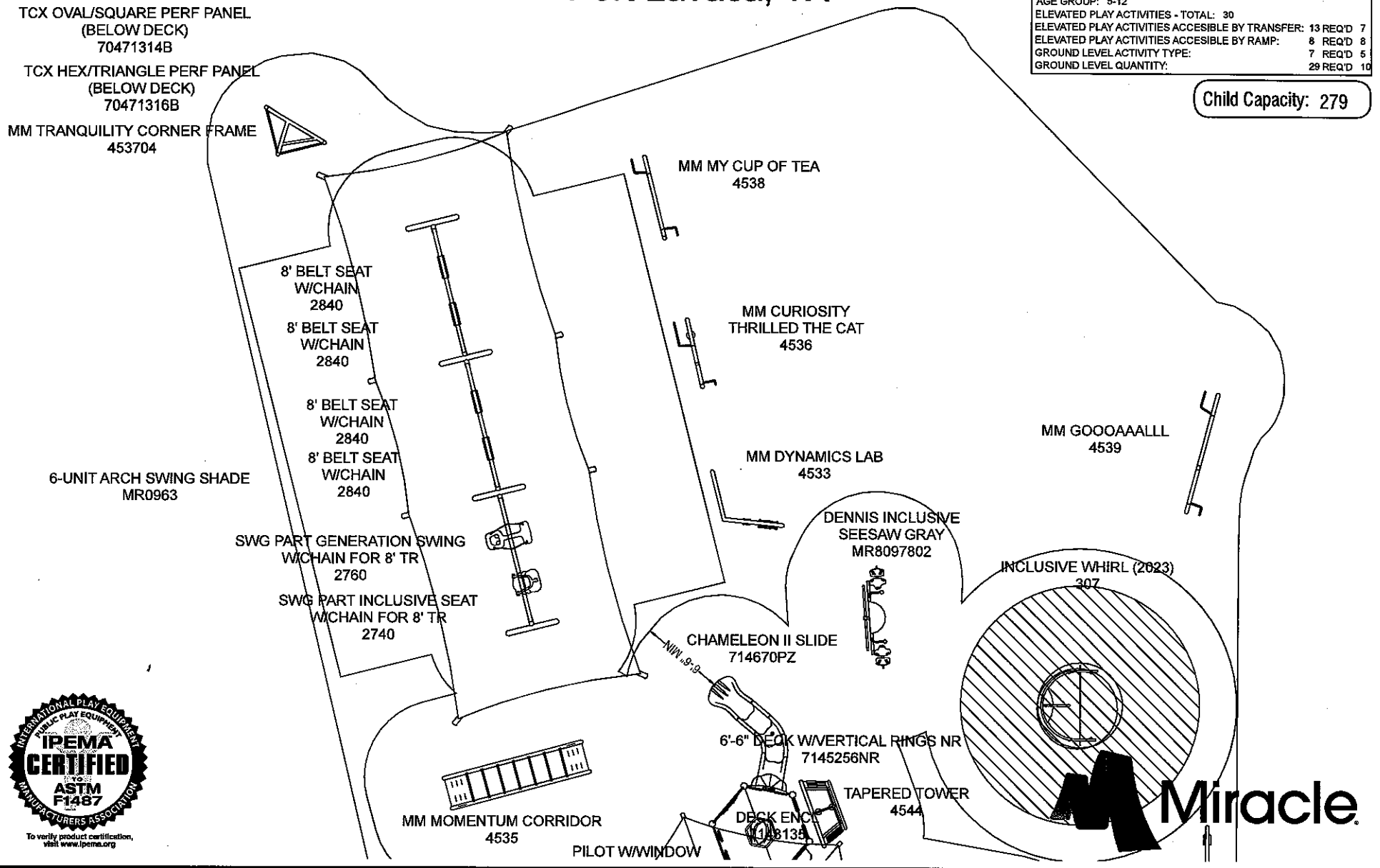
Miracle
In Texas

Little Chocolate Bayou
Port Lavaca, TX

FOR KIDS AGES **5-12** YEARS

AGE GROUP: 5-12			
ELEVATED PLAY ACTIVITIES - TOTAL: 30			
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	13	REQ'D	7
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	8	REQ'D	8
GROUND LEVEL ACTIVITY TYPE:	7	REQ'D	5
GROUND LEVEL QUANTITY:	29	REQ'D	10

Child Capacity: 279



INTERNATIONAL PLAY EQUIPMENT PUBLIC PLAY EQUIPMENT IPEMA CERTIFIED TO ASTM F1487 MANUFACTURERS ASSOCIATION
To verify product certification, visit www.ipema.org

Park Place Recreation Designs, Inc.
P.O. Box 18186
San Antonio, TX
PHONE NO: (210) 821-5878
FAX NO: (210) 832-0115

GROUND SPACE: 80'-0" x 107'-0"
PROTECTIVE AREA: 87'-6" x 121'-6"
DRAWN BY: Mike Carlyon
DATE: 6/19/2024

R0009_45462594793

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

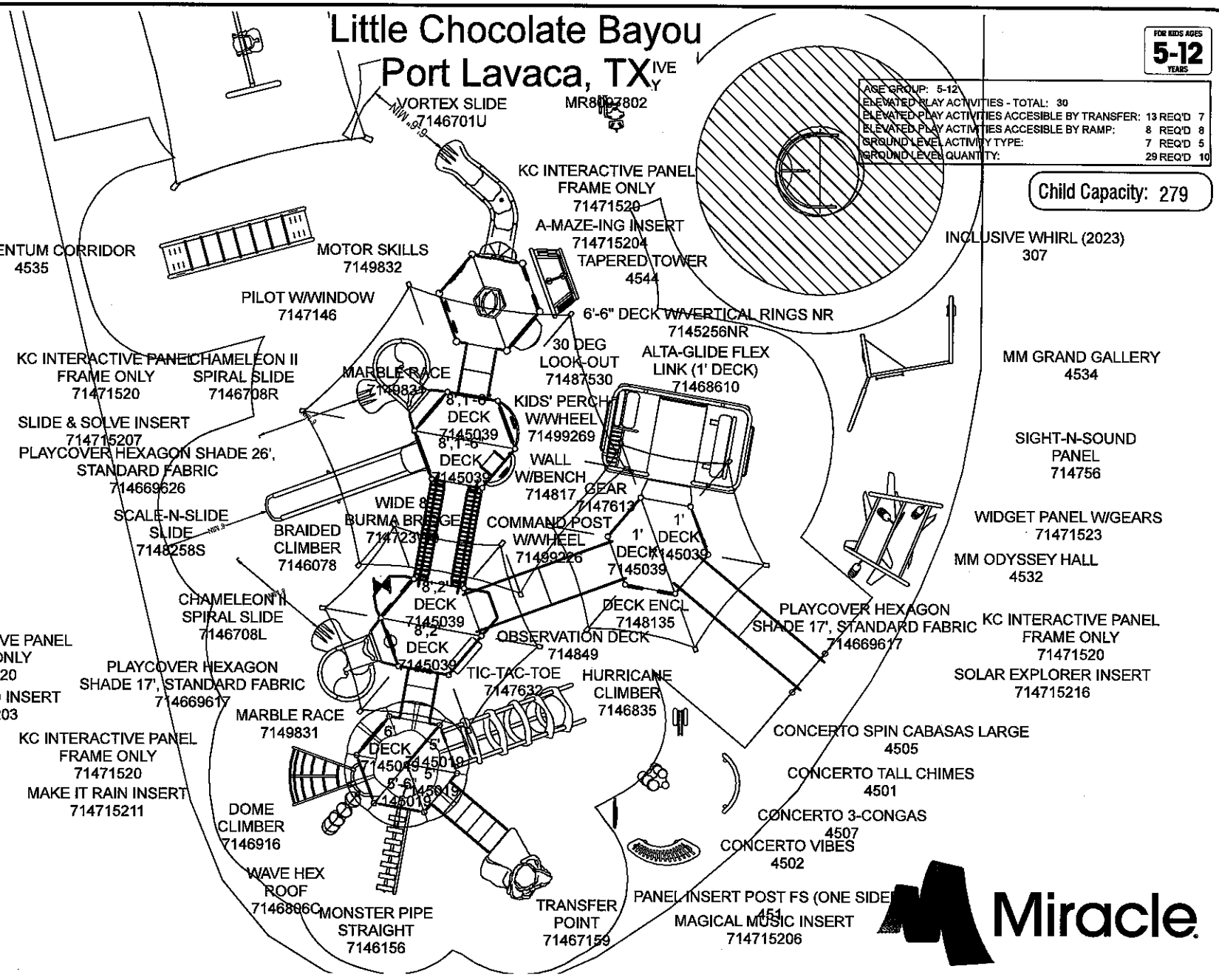
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

Little Chocolate Bayou
Port Lavaca, TX

FOR KIDS AGES 5-12 YEARS

AGE GROUP: 5-12		
ELEVATED PLAY ACTIVITIES - TOTAL: 30		
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	13 REQ'D	7
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	8 REQ'D	8
GROUND LEVEL ACTIVITY TYPE:	7 REQ'D	5
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Child Capacity: 279



IPEMA CERTIFIED to ASTM F1487
To verify product certification, visit www.ipema.org

Park Place Recreation Designs, Inc.
P.O. Box 18186
San Antonio, TX
PHONE NO: (210) 821-5878
FAX NO: (210) 832-0115

GROUND SPACE: 80'-0" x 107'-0"
PROTECTIVE AREA: 87'-6" x 121'-6"
DRAWN BY: Mike Carlyon
DATE: 7/1/2024

R0009_45462594793

- ✓ COMPLIES TO ASTM/CPSC
- ✓ COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

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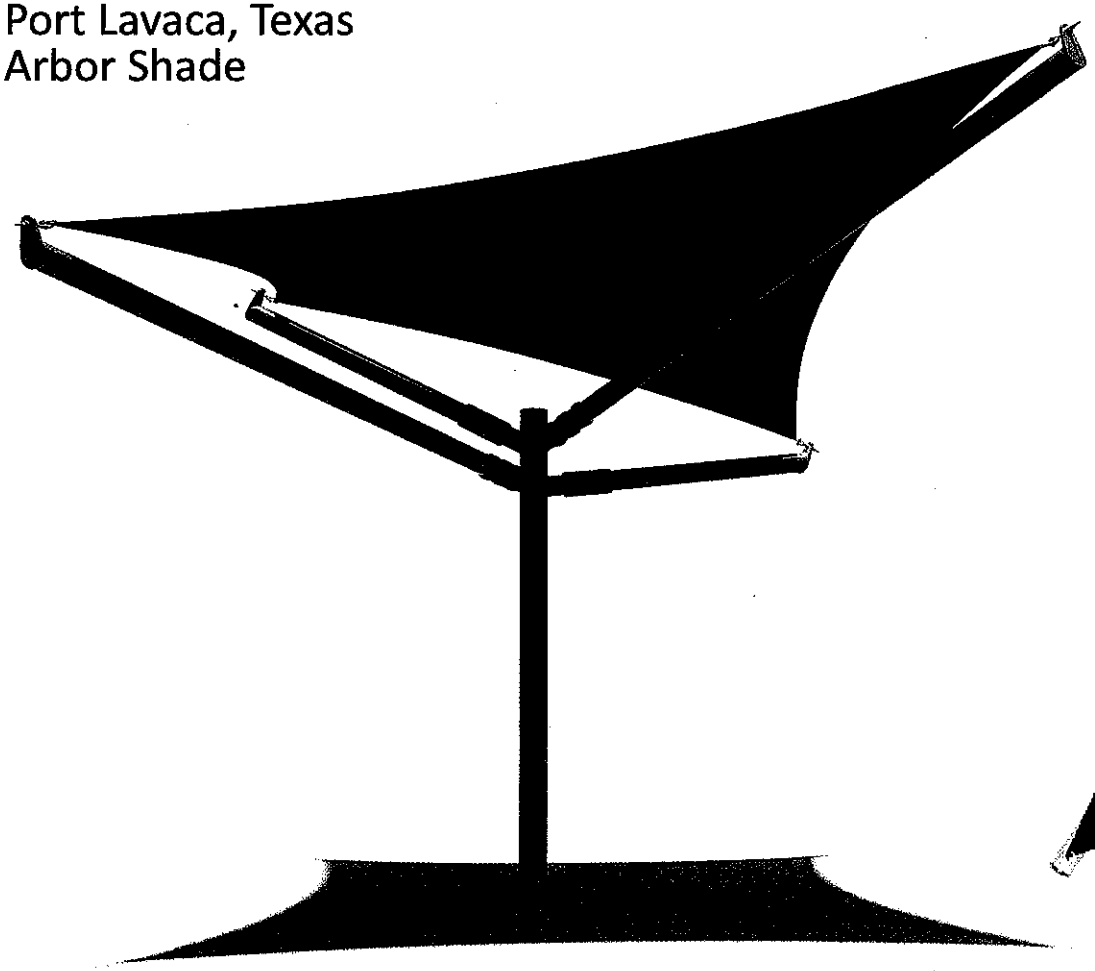
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

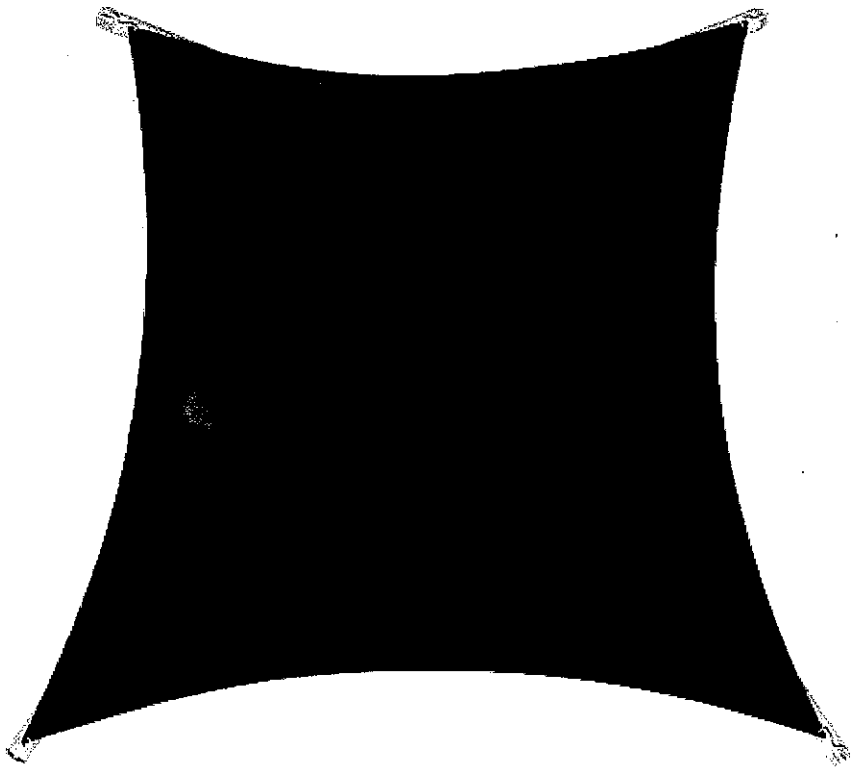
Port Lavaca, Texas

Arbor Shade

PARK PLACE
RECREATION DESIGNS



Single Post Arbor Shade



Top View

Miracle In Texas

The Arbor design draws its inspiration from the beauty of trees in their natural habitat. Its four arms emulate the branches of these majestic giants, while the stretched fabric captures the essence of the natural tree foliage. This design pays homage to the organic world, seamlessly blending artistic form with the tranquil aesthetics of nature.

Zinc-rich Coastal Primer with Powder Coat IBC 2021 Wind Load 115

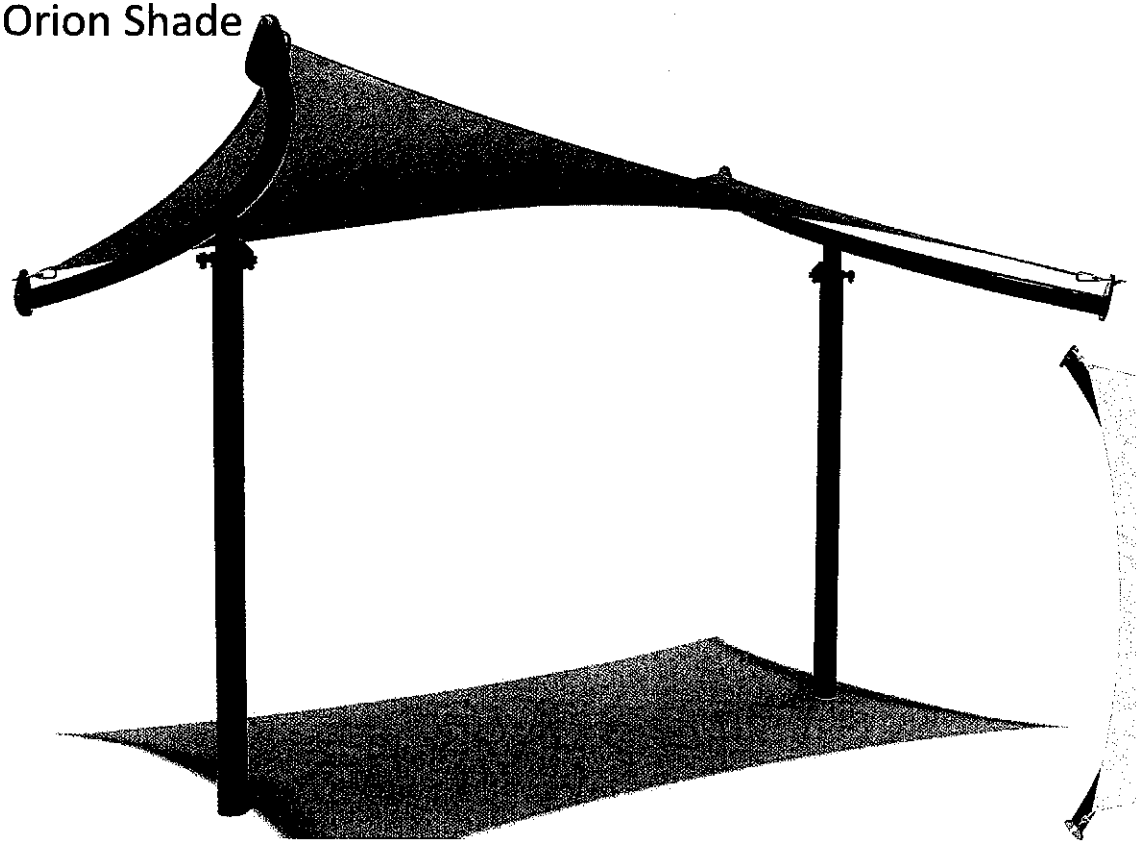
USASHADE
& Fabric Structures.

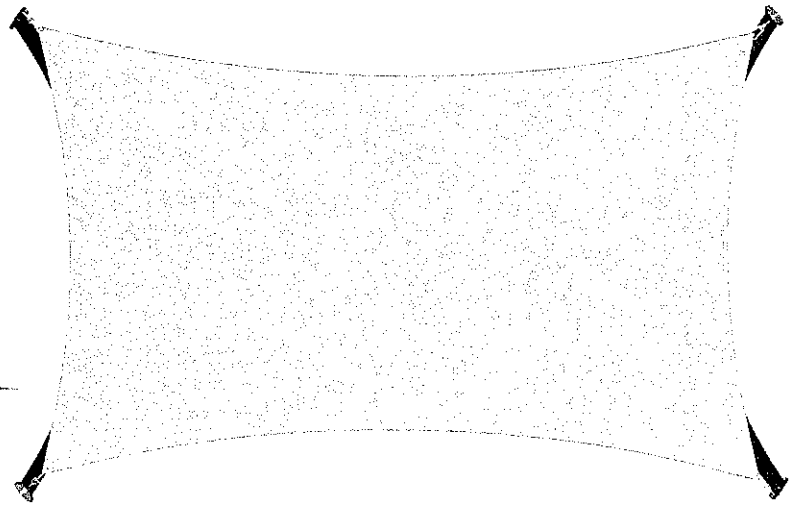
Calhoun County Little Chocolate Bayou Playground Improvements Phase 2

Port Lavaca, Texas

Orion Shade

PARK PLACE
RECREATION DESIGNS





Two-Post Arbor Shade

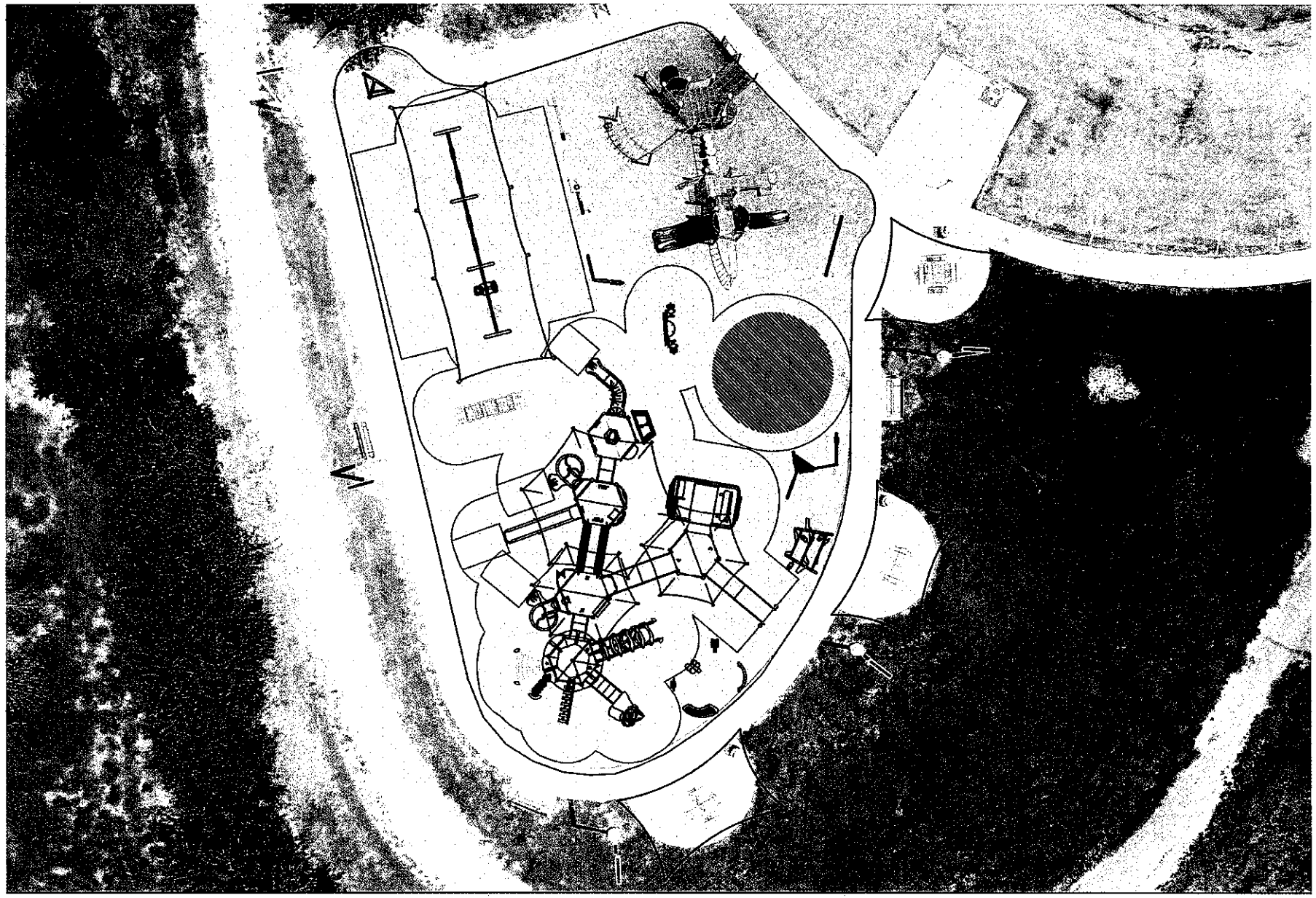
Top View

The Orion shade structure is a chic addition that instantly enhances the aesthetics of any outdoor area. Its modern design and functional shade make it a perfect choice for those looking to create a signature look in their outdoor spaces. The Orion effortlessly combines style and practicality making it an ideal choice for those seeking to create a signature look for their outdoor area.

Zinc-rich Coastal Primer with Powder Coat IBC 2021 Wind Load 115mph

Miracle In Texas

USASHADE
& Fabric Structures.



DATE:	SCALE:	
07/02/24	NOT TO SCL	Calhoun County Little Chocolate Bayou Playground Drawing #LCB_SITE Phase 2

Park Place Recreation Designs, Inc.

CONTRACT DOCUMENTS

FOR THE

INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2

FOR

CALHOUN COUNTY, TEXAS

WEST AUSTIN STREET
PORT LAVACA, TEXAS

TEXAS GENERAL LAND OFFICE
CONTRACT NO. 20-065-064-C182
and
CALHOUN COUNTY 2020 CDBG-DR

MAY 2024

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 Disaster Relief Program.

G&W ENGINEERS, INC.
205 W. Live Oak • Port Lavaca, TX 77979 • 361-552-4509

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 Contacts
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

Invitation to Bid

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

Bid Number 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182

The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

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, June 4th, 2024** at Little Chocolate Bayou Park Pavilion at West Austin St., Port Lavaca, Texas. 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 2024.08 - Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182.**

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 JULY 2, 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.

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, June 7, 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.

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. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182.**

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, Tuesday, July 2, 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.

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.

CALHOUN COUNTY SECTION 3 POLICY

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

COMMISSIONERS COURT
CALHOUN COUNTY, TEXAS

BID SCHEDULE

PROJECT NAME: BID NO. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182

DUE DATE: JULY 2, 2024 BEFORE 2:00:00 P.M.

BIDDER NAME: Playground Solutions of Texas, Inc.

BASE WORK SCOPE: The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

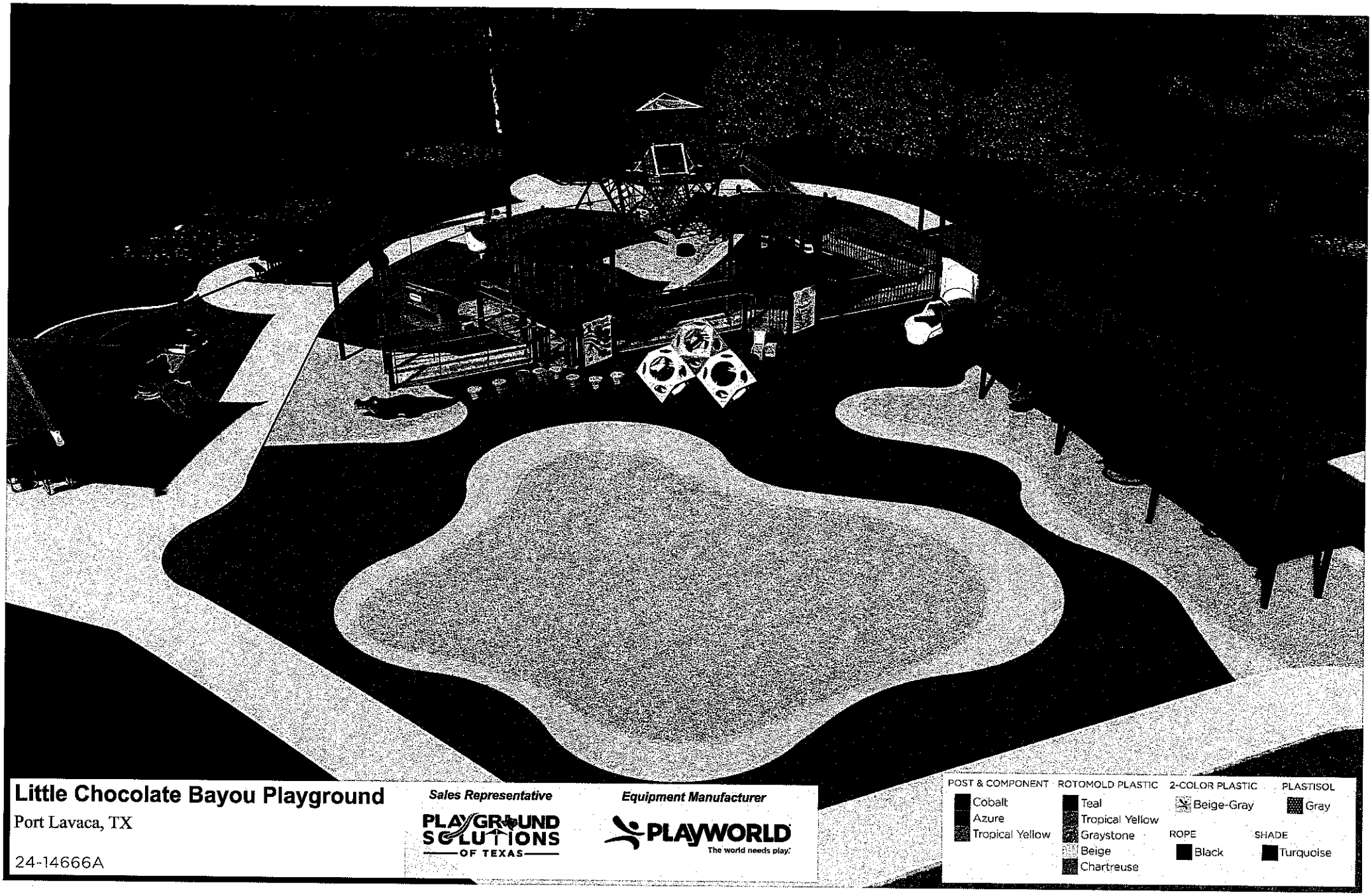
BASE BID

Item #	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
1	MOBILIZATION, INSURANCE AND BONDS PER PLANS AND SPECIFICATIONS	LS	1	$10,500.00	$10,500.00
2	TEMPORARY PROJECT SIGNAGE PER PLANS AND SPECIFICATIONS	LS	1	$1,800.00	$1,800.00
3	DEMOLITION OF ENGINEERED WOOD FIBER (EWF) (APPOX. 12" THICK) AND TRANSFER TO AREAS WITHIN PARK PER PLANS AND SPECIFICATIONS.	SF	7,575	.92	$6,989.25
4	TYPE D, CRUSHED LIMESTONE, 8.5" THICK AFTER COMPACTED IN PLACE TO 95% COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$6.67	$50,525.25
5	GEO-GRID OR GEO-FABRIC INSTALLED ON TOP OF BASE MATERIAL COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	.21	$1,620.00
6	RUBBER SURFACING 3.5" THICK COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$22.46	$170,134.50
7	NEW PLAYGROUND STRUCTURE(S) MEETING THE MINIMUM REQUIREMENTS AS SET FORTH IN THE PLANS AND SPECIFICATIONS AND WITHIN THE AREAS LISTED. THIS INCLUDES A SUPER STRUCTURE, SWING SET, MERRY-GO-ROUND, STEM PLAY, ELECTRONIC GAME AND MUSIC PLAY. CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED.	LS	1	$419,797.83	$419,797.83
8	TWO-POST HIP SHADE STRUCTURE (15' X 22' X 10') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	2	$12,238.02	$24,476.04
9	SINGLE-POST SQ SHADE STRUCTURE (16') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	1	$14,092.26	$14,092.26
				TOTAL BASE BID	$699,935.13

*Submission of a bid tab with "Clarifications" or "Exclusions" and/or any other stipulations will not be accepted. It shall be the bidder's responsibility to provide a complete bid and ask any questions necessary to clarify any bid items or relevant concerns within the questions period.

**The award will be based on the BASE BID and the Owner reserves the right to determine the most advantageous and best bid for the project.

***The Calhoun County Commissioners Court shall be the sole judge in determining which bid will be the most advantageous to Calhoun County.



Little Chocolate Bayou Playground

Port Lavaca, TX

24-14666A

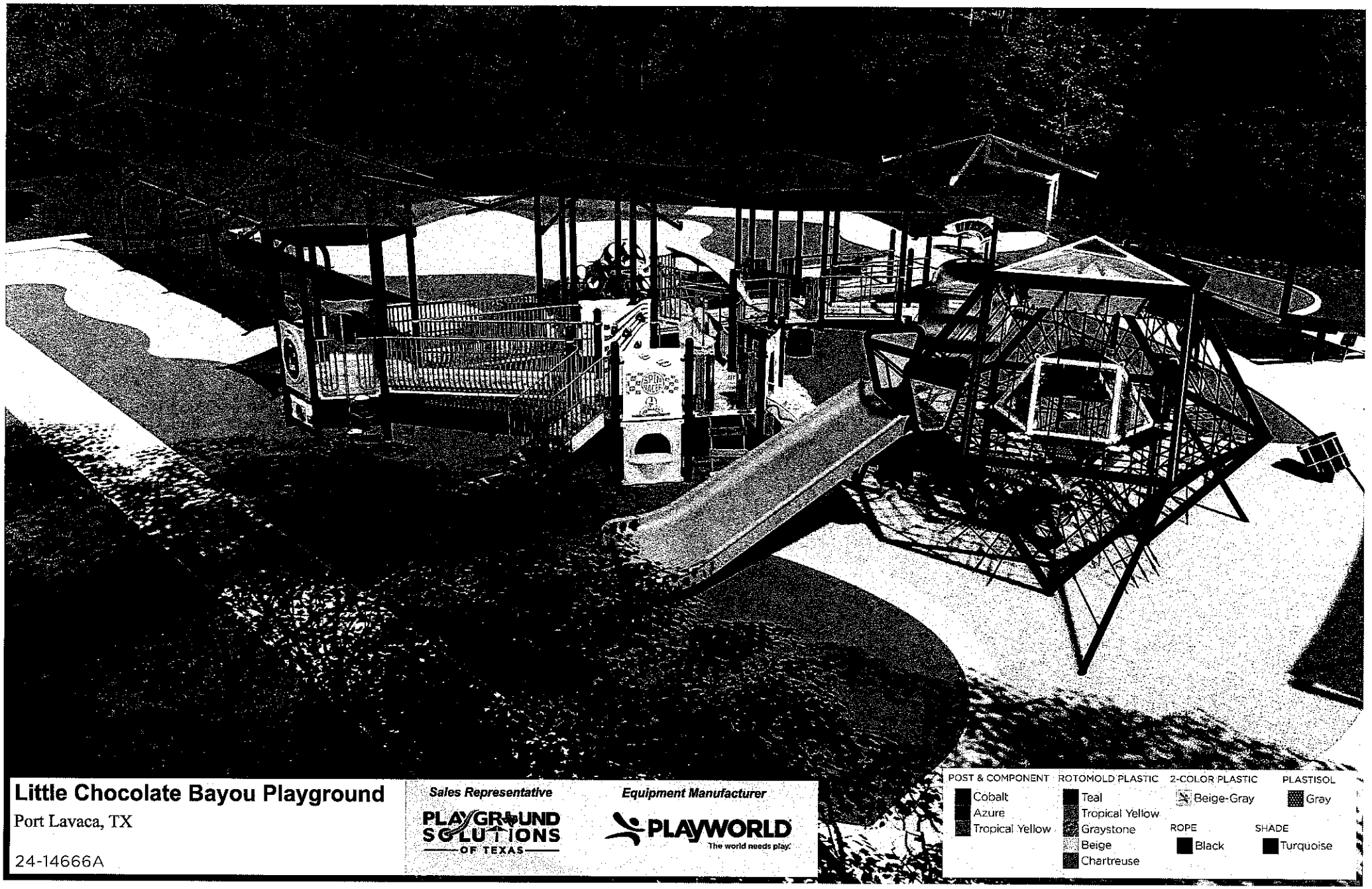
Sales Representative

PLAYGROUND SOLUTIONS OF TEXAS

Equipment Manufacturer

PLAYWORLD
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Cobalt	Teal	Beige-Gray	Gray
Azure	Tropical Yellow		
Tropical Yellow	Graystone	ROPE	SHADE
	Beige	Black	Turquoise
	Chartreuse		



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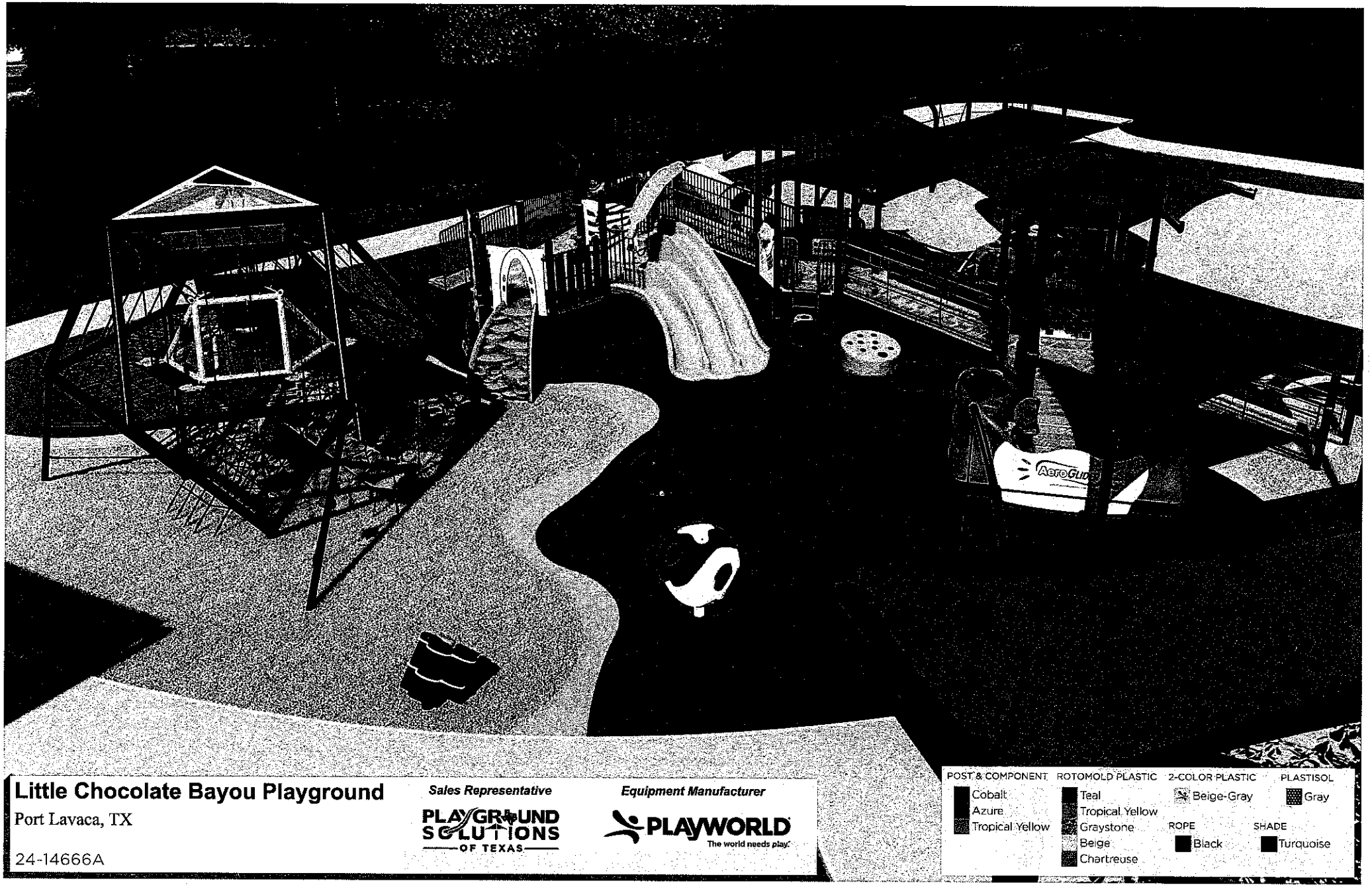
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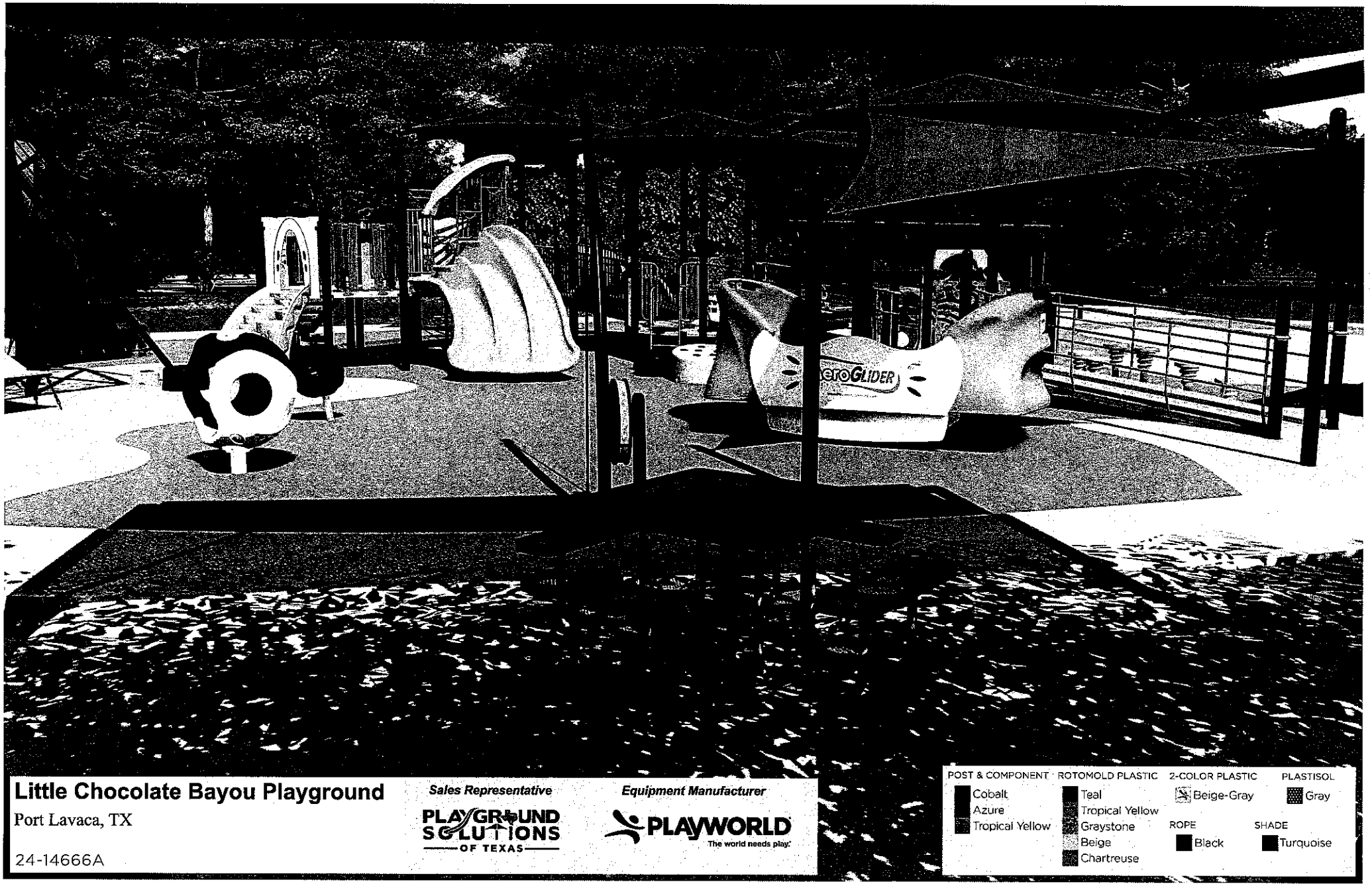
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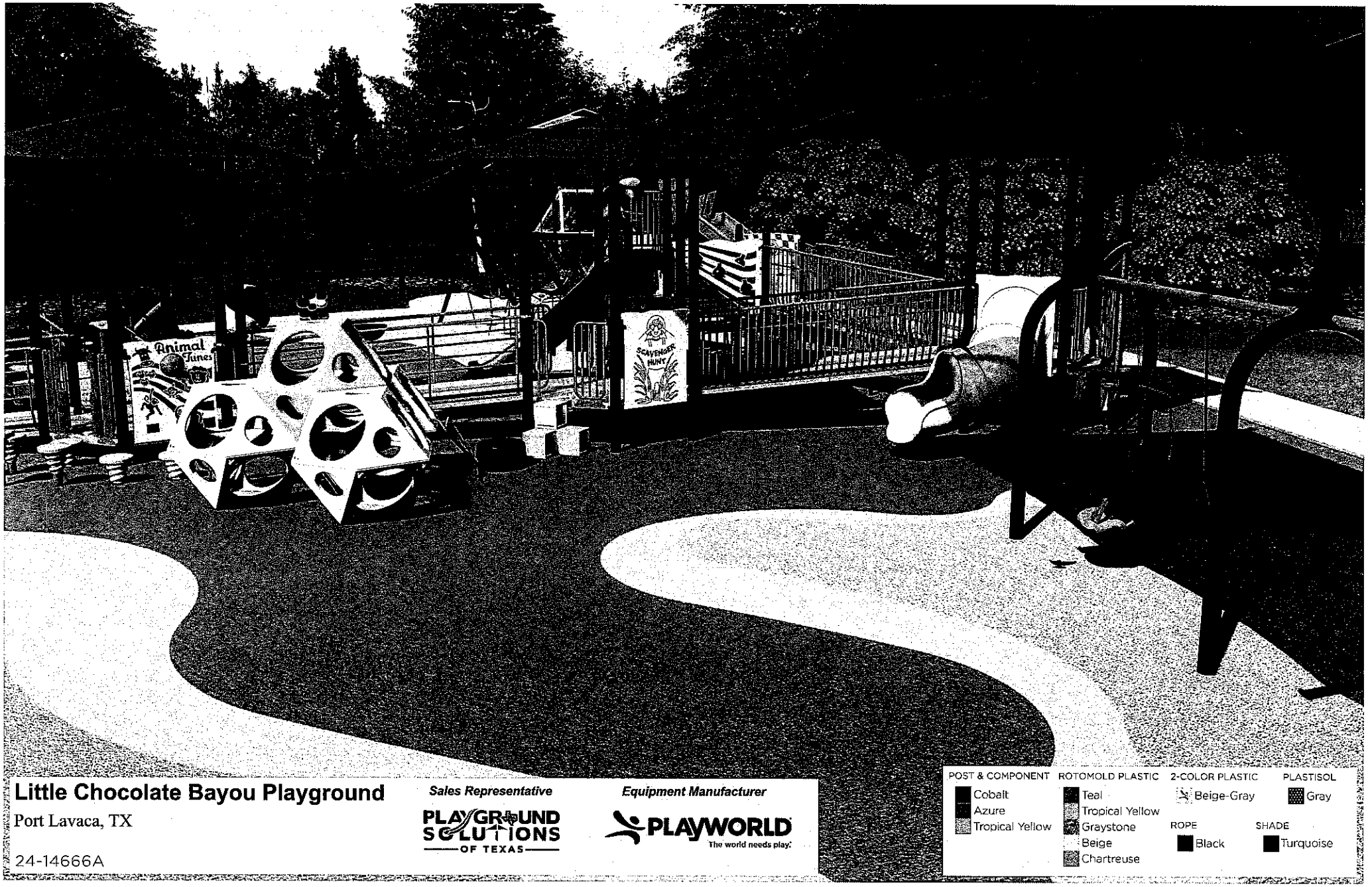
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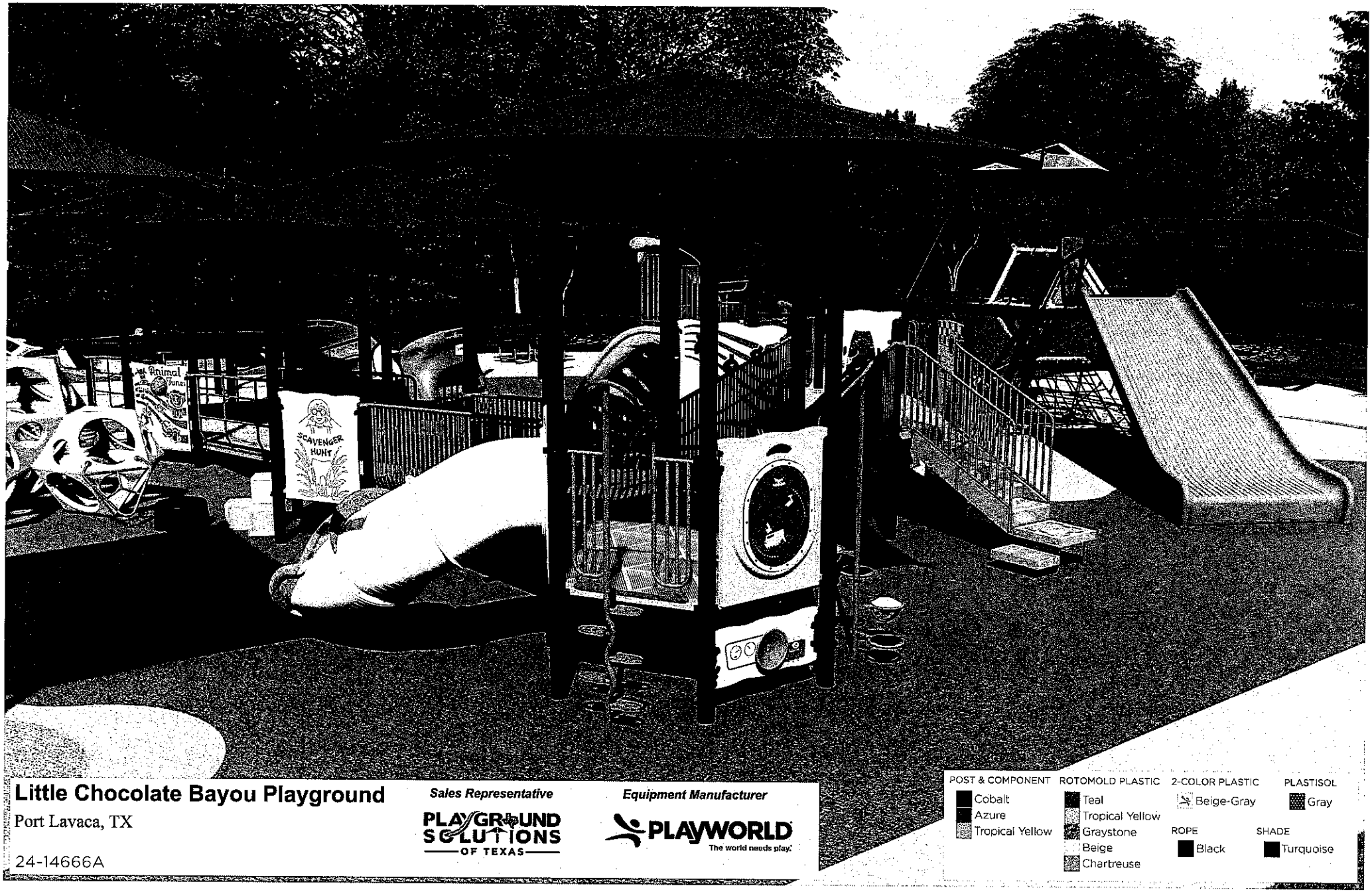
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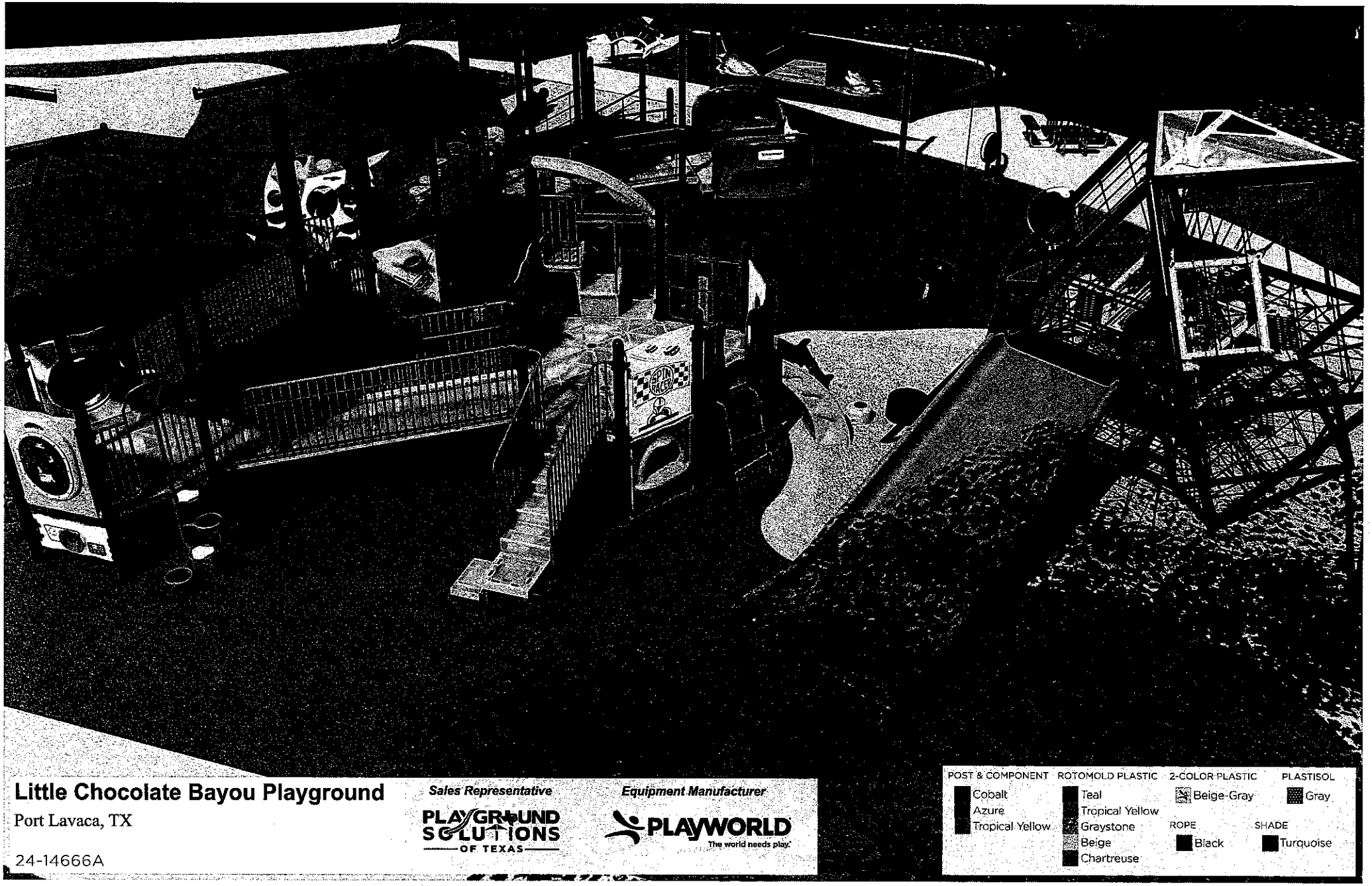
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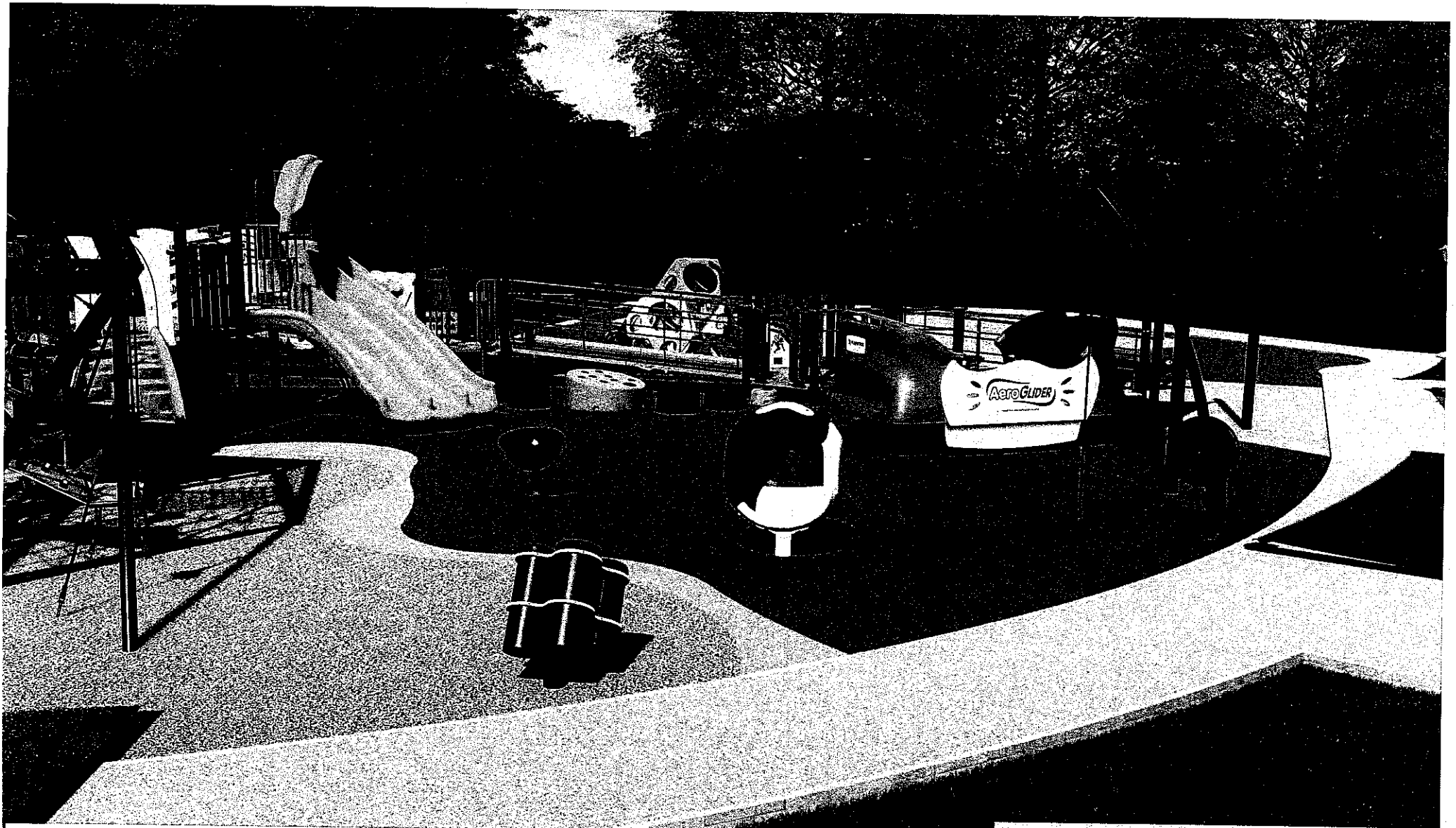
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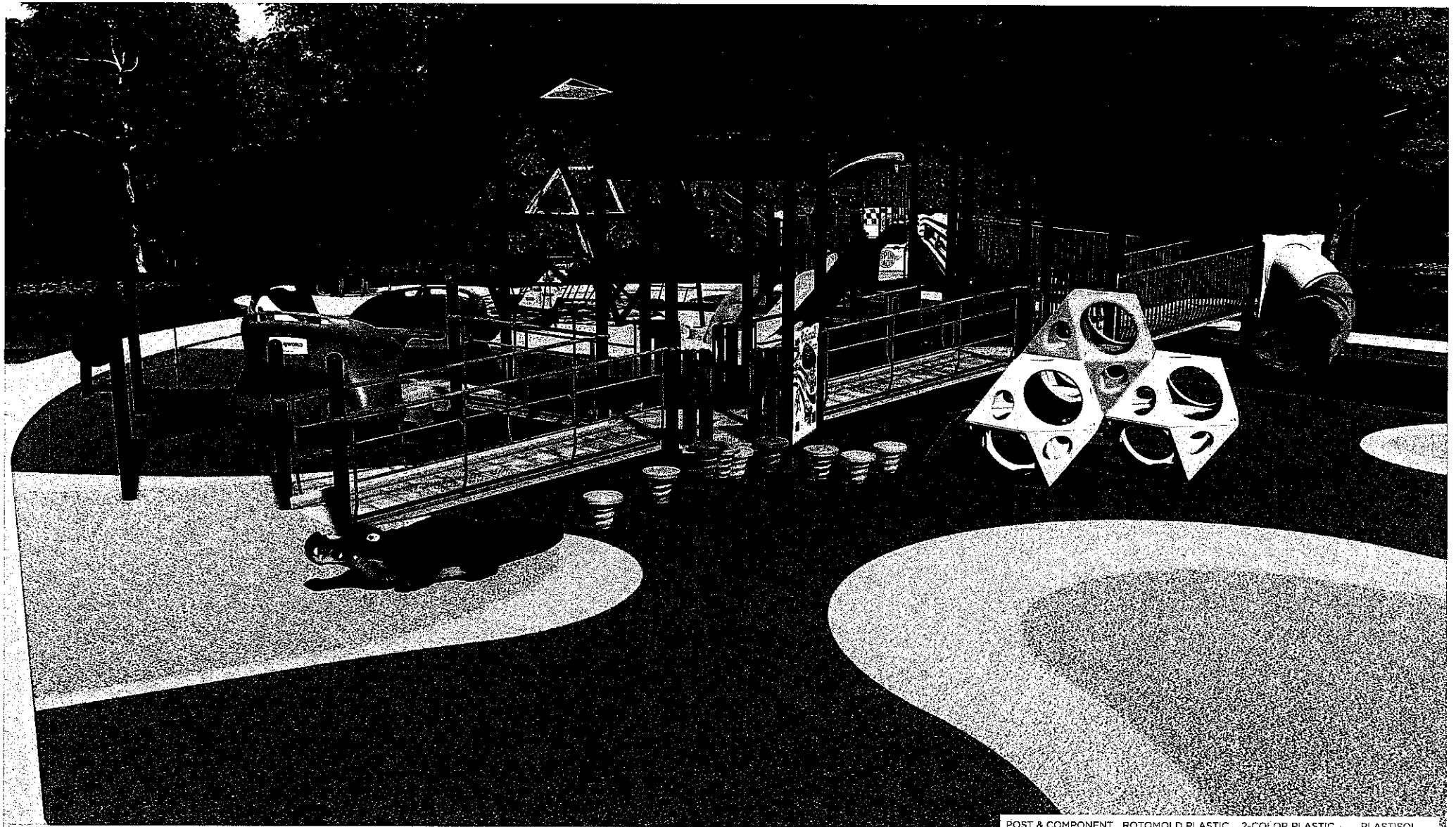
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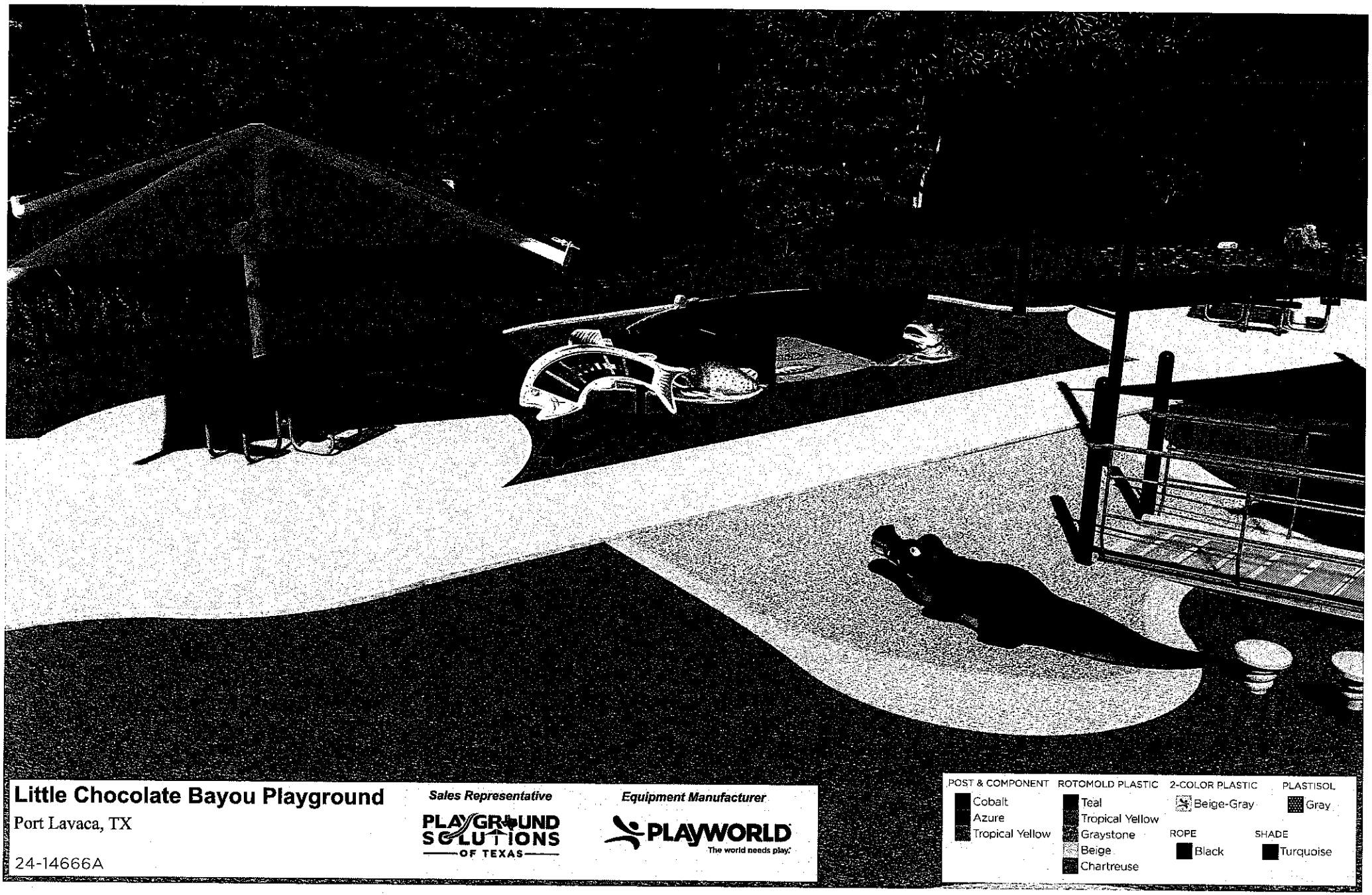
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Little Chocolate Bayou Playground

Port Lavaca, TX

24-14666A

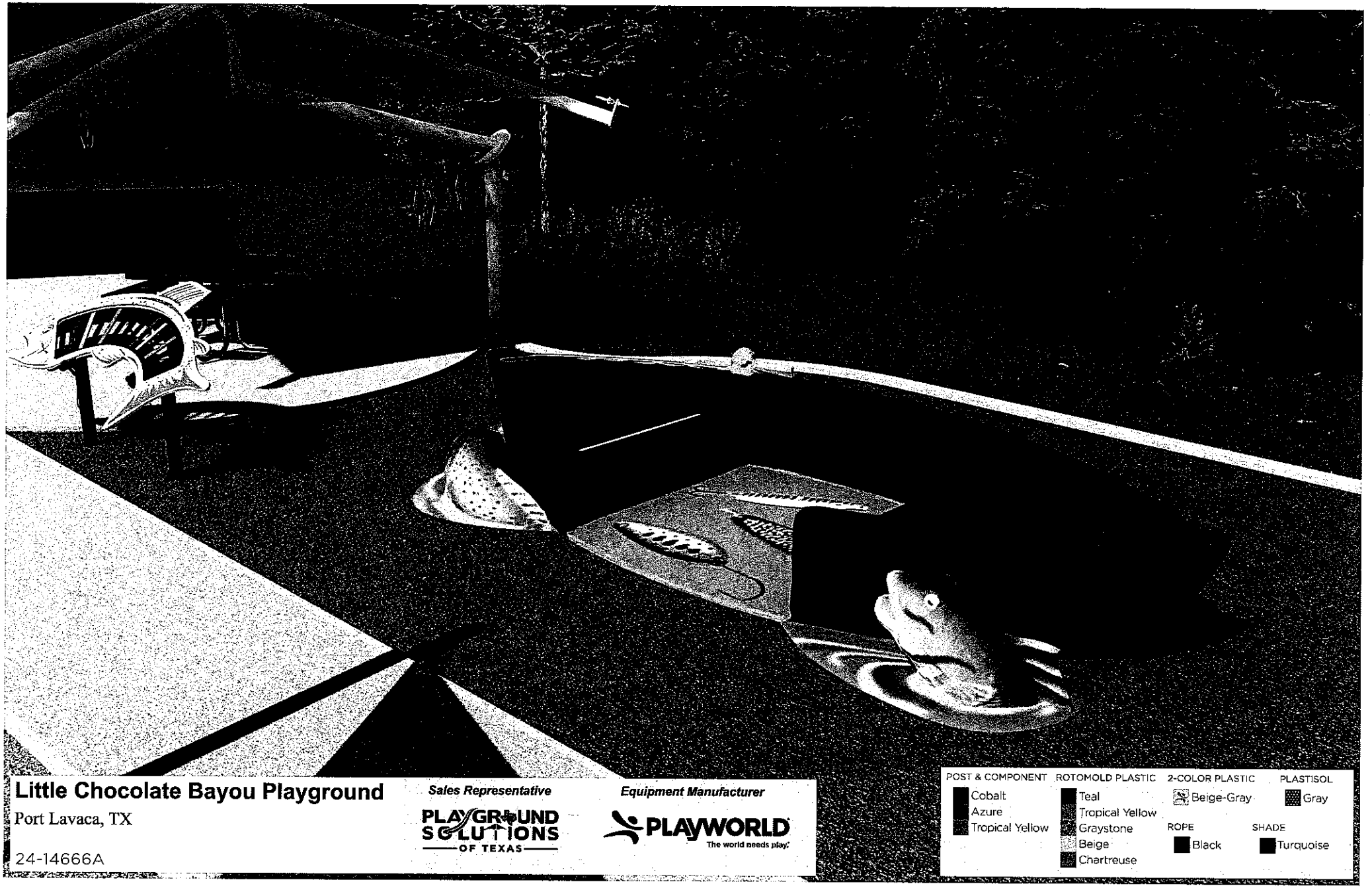
Sales Representative

PLAYGROUND SOLUTIONS OF TEXAS

Equipment Manufacturer

PLAYWORLD
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Cobalt	Teal	Beige-Gray	Gray
Azure	Tropical Yellow		
Tropical Yellow	Graystone	ROPE	SHADE
	Beige	Black	Turquoise
	Chartreuse		



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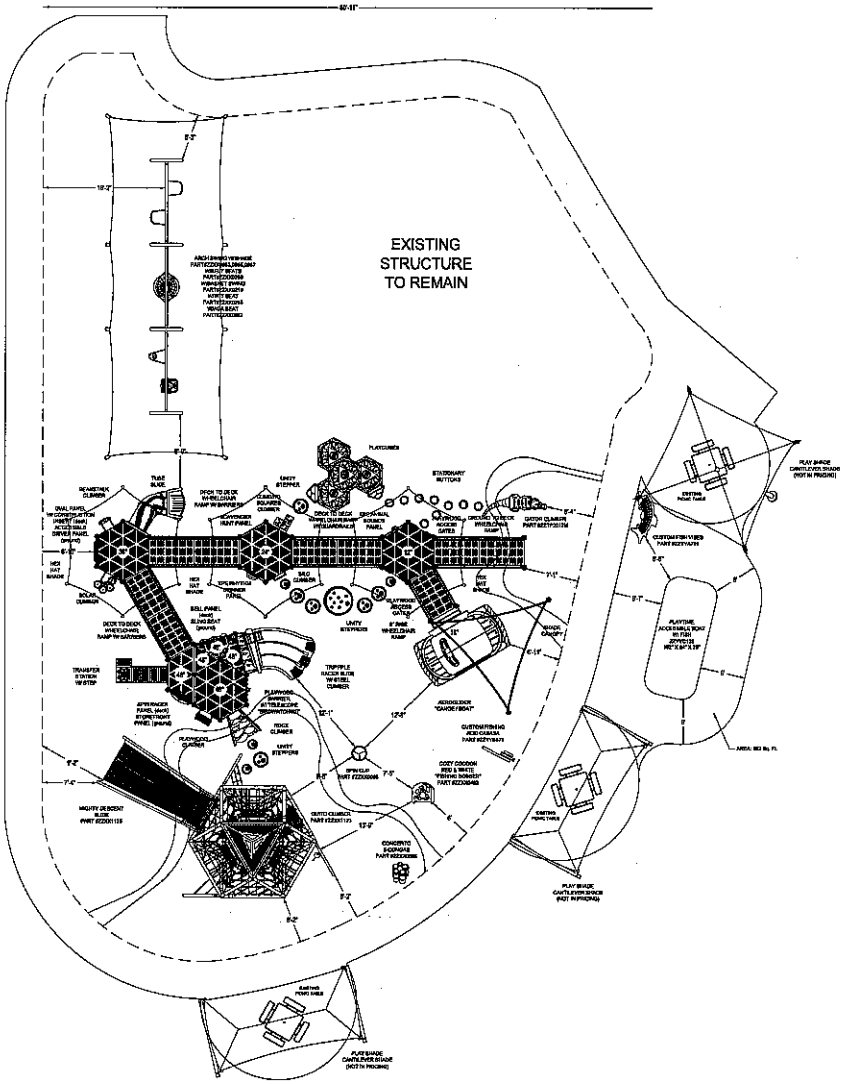
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Azure	Tropical Yellow		
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	Beige	Black	Turquoise
	Chartreuse		



*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

PLAYGROUND
SOLUTIONS of TEXAS, Inc.
7893 Irma Drive
Royce City, TX 75189
Phone: 469-375-4590

EQUIPMENT SIZE:
65' X 62' X 16'

USE ZONE:
80'11" X 121'

AREA:
7,574 Sq. Ft.

PERIMETER:
343 Ft. 5 In.

FALL HEIGHT:
8 Ft.

USER CAPACITY:
239

AGE GROUP:
5-12

ADA SCHEDULE

	Total Elevated Play Activities: 20		
	Total Ground-Level Play Activities: 14+		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	10	7	4
Provided	20	14+	6

- ✓ ASTM F1487-21
- ✓ CPSC #325

PROJECT NO:
24-14666A

SCALE:
1/16"=1'0"

DRAWN BY:
CHIP ZECHMAN

Paper Size
B

DATE:
26-JUNE-24

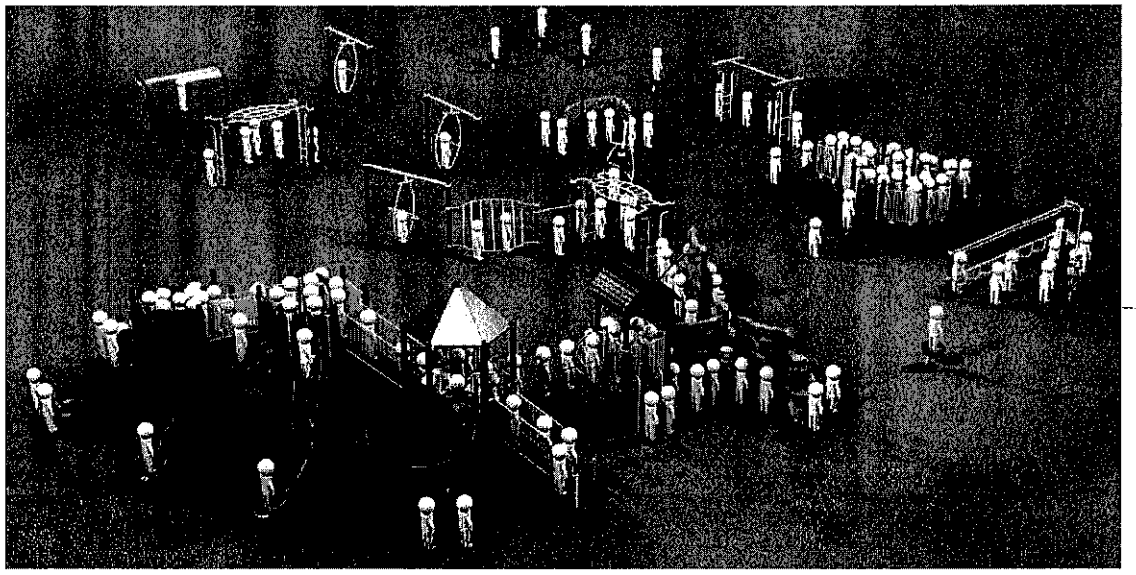
LITTLE CHOCOLATE BAYOU PLAYGROUND

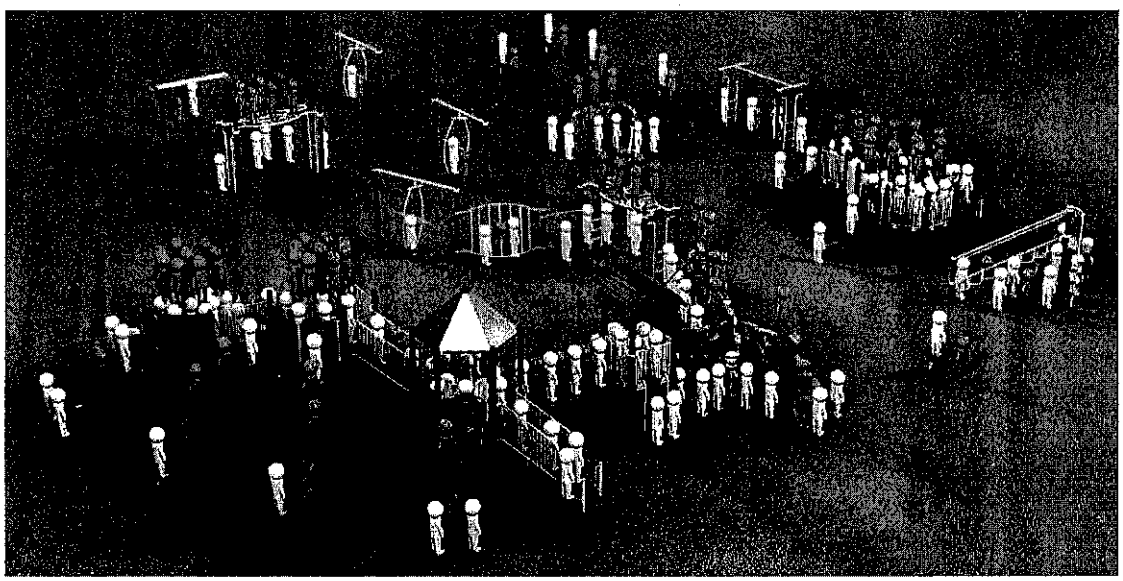
PORT LAVACA, TX

User Count Versus Capacity

There is no official regulation to guide playground manufacturers in determining the number of users for each piece of playground equipment. Playworld calculates our number of users mindful of the number of kids who get actual play value, not just fit on the playground.

The images below help show this difference. These were from a previous project where manufacturers submitted apples-to-apples designs. On the same playground, Playworld determined a user count of 171 whereas another manufacturer notated 254 users – an 83 count difference. In the first image, the white figures illustrate the 171 Playworld users. In the second image, the pink figures illustrate the additional 83 users that the other manufacturer accounted for.





Let Kids Play!

Because every child deserves to play

June 25, 2024

Dear Playground Planner,

Let Kids Play has carefully reviewed the playground design for Little Chocolate Bayou Playground, utilizing the principles laid out in the Inclusive Play Design Guide. I have outlined the inclusive attributes of this playground design for your benefit.

This design meets the following top criteria that we look for in an inclusive design:

Top Level Requirements

- Include Sensory, Physical & Social Activities on the playground to create a rich environment for everyone.
- Ensure multiple levels of challenge within each activity
- Divide the space into zones
- Has unitary surfacing
- Has an orientation path

Physical, Social, and Sensory

This design does a great job of providing various physical, social, and sensory experiences.

Physical Activities The Inclusive Play Design Guide recommends eight different types of physical play, and this design provides opportunities for ***all of them.*** There is spinning, sliding, rocking, jumping, swinging, climbing/strengthening/crawling, balancing, and "walking, running, and rolling."

Sensory Activities There are seven different sensory systems, and we like to see five of them represented in an inclusive playground. We do not look for taste or smell in our reviews. This playground design incorporates the other five sensory systems: vestibular, proprioceptive, tactile, visual, and auditory. Attached is a list of what equipment in the design engages in what sensory system.

Other Inclusive Features

1. There are wide wheelchair access routes throughout the layout.
2. To support a child with autism, cozy spaces, cooperative play opportunities, opportunities to experience vestibular motion, and equipment that offers auditory experiences are crucial. This design meets all of these criteria.
3. To support a child who uses a wheelchair, there must be activities that put them in the middle of the play. This design meets this criteria.
4. Unitary surfacing is the number one requested element by parents with a child using a mobility device. With unitary surfacing, children can access the play elements easily.

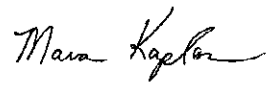
Recommendations

1. Consider adding a fence around the playground. Families with autistic children and families with multiple young children often will not visit playgrounds that do not have fences.
2. Add a spinning activity that will provide a level 2 and 3 challenge. My recommendations are The Double Decker Cone Spinner or the Unity SpinR.

On the following pages, you will find descriptions of the top inclusive equipment in your design, a list of equipment sorted by sensory systems, and a range of challenges.

On behalf of families who are raising children with disabilities, I would like to thank you for your commitment to inclusive play.

Respectfully submitted,



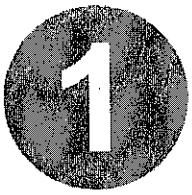
Mara Kaplan
Let Kids Play!
412-334-2652
www.letkidsplay.com
mara@letkidsplay.com

Multiple Range of Challenge

What does each level represent?
Level 1: Provides the most support
Level 2: Provides some support
Level 3: Provides no support and requires motor play skills

For more information on what each level means, see pages 50-51 of the *Inclusive Play Design Guide.*

Range of Challenge



Spinning
Cozy Cocoon
Spin Cup

Swinging
Accessible Swing Seat
Tot Seat
Rope Basket Swing

Balancing
Unity Stepper

Climbing, Crawling, Strengthening
Bambino
Unity Stepper
PlayCubes
Transfer Station with Barriers



Spinning

Swinging
Belt Seat
Rope Basket Swing

Balancing
Unity Stepper

Climbing/Crawling/Strengthening
Beanstalk Climber
Climbing Squares Block Climber
Gator Climber
PlayCubes
Playwood Climber
Poly Climber
Quito
Rock Climber
Silo Climber
Solar Climber
Steel Curve Climber

Let Kids Play!
Because every child deserves to play

Equipment by Sensory Systems

Sensory integration is the neurological process that organizes sensation from one's own body and the environment and makes it possible to use the body effectively within the environment. Sensory processing is the brain receiving, interpreting, and organizing input from all of the active senses at any given moment. Sensory Processing Disorder (SPD) SPD is a condition that exists when sensory signals don't get organized into appropriate responses. A person with SPD finds it difficult to process information received through the senses, which makes performing everyday tasks challenging. Because of motor clumsiness, social anxiety, auditory and visual disturbances, and balance and performance problems, SPD can make simple "play" difficult.

Sensory Systems: These are part of the nervous system responsible for processing sensory information. A sensory system consists of sensory receptors, neural pathways, and parts of the brain involved in sensory perception



TACTILE

Touch is a perception resulting from activation of neural receptors, and a variety of pressure receptors respond to variations in pressure The system works when activity in a sensory receptor is triggered by a specific stimulus; this signal eventually passes to an area in the brain uniquely attributed to that area on the body and this allows the processed stimulus to be felt at the correct location.

Equipment that enables children to engage the tactile system:

- Cozy Cocoon
- Climbing Squares Block Climber
- Rhythm Spinner
- Animal Tunes Panel



AUDITORY

Hearing is the ability to perceive sound by detecting vibrations, changes in the pressure of the surrounding medium through time, through an organ such as the ear. Auditory processing relies on how the brain interprets, recognizes and differentiates sound stimuli.

- Bell Panel
- Rhythm Spinner
- Animal Tunes Panel
- Concerto Congas
- Concerto Vibes
- Quito



PROPRIOCEPTIVE

Proprioception is the sense of the relative position of neighboring parts of the body and strength of effort being employed in movement. This sense is very important as it lets us know exactly where our body parts are, how we are positioned in space and to plan our movements. Examples of our proprioception in practice include being able to clap our hands together with our eyes closed, write with a pencil and apply with correct pressure, and navigate through a narrow space.

Equipment that enables children to engage the proprioceptive system:

- Beanstalk Climber
- Climbing Squares Block Climber
- Gator Climber
- PlayCubes
- Playwood Climber
- Poly Climber
- Quito
- Rock Climber
- Silo Climber
- Solar Climber
- Steel Curve Climber
- Unity Stepper
- Transfer Station w/Barrier

References:

Playworld's Inclusive Play Design Guide

7 Senses Foundation

Play and Playground Encyclopedia



VESTIBULAR

Explains the perception of our body in relation to gravity, movement and balance. The vestibular system is a unifying system.

Equipment that enables children to engage the vestibular system:

- Spin Cup
- Cozy Cocoon
- Trippple Racer Slide
- Round Tube Slide
- Mighty Descent
- Rope Basket Swing
- Belt Seat
- Infant Seat
- Accessible Swing Seat
- Sling Seat
- Aeroglider
- Stationary Buttons
- Unity Stepper



VISUAL

Sight or vision is the capability of the eyes to focus and detect images of visible light and generate electrical nerve impulses for varying colors, hues, and brightness. Visual perception is how the brain processes these impulses recognizing, differentiating and interpreting visual stimuli through comparison with experiences made earlier in life. Equipment that enables children to engage the visual system:

- Scavenger Hunt Panel
- Playwood Telescope
- Quito

Accessible Swing Seat



Strong, durable and secure.

- Durable rotomolded seat.
- Rollercoaster-style harness -- easy to install and snap-locks into place for security.
- No complicated belts, buckles, or straps.
- Galvanized chains for maximum visibility and safety.
- Choose 2 plastic colors.

ss_Accessible-Swing-Seat • 11.1.2015 • © 2015 Playworld Systems, Inc.

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PlayExplorers BY PLAYWORLD

Activity Panels *continued*

Materials:

Sheet goods – HDPE

Clamps – Aluminum Die Cast and powered coated

Hardware – 18-8 grade stainless steel tamper proof

Hypnotize Insert – 3/16" screen printed polycarbonate

Funhouse insert – 1/4" mirrored polycarbonate

Very Buried Insert – Polycarbonate

A-Maze-ing Insert – 3/16" Polycarbonate and Stainless Steel ball bearings

Four-the-Win Insert – LLDPE CAPS

Magical Music Insert – Stainless Steel interface buttons

Slide and Solve Insert – 3/16" Polycarbonate

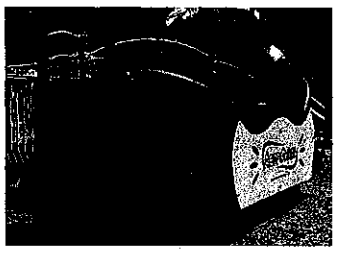
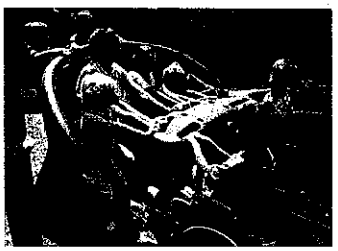
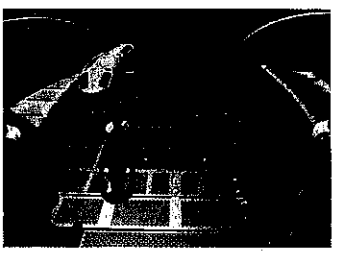
Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight
Ground Level Frame	ZZPM4672	2-12	42" x 44" (1,06m x 1,11m)	42" x 44" x .75" (1,06m x 1,11m x ,02m)	NA (NA)		1	1	43.5 lbs (19.5kg)
Deck Level Frame	ZZPM4671	2-12	42" x 44" (1,06m x 1,11m)	42" x 44" x .75" (1,06m x 1,11m x ,02m)	NA (NA)		1	1	42.5 lbs (19kg)
Gound Level Frame	ZZCH4672	2-12	31" x 44" (0,78m x 1,11m)	31" x 44" X .75" (0,78m x 1,11m x ,02m)	NA (NA)		1	1	31 - lbs (14kg)
Deck Level Frame	ZZCH4671	2-12	31" x 44" (0,78m x 1,11m)	31" x 44" x .75" (0,78m x 1,11m x ,02m)	NA (NA)		1	1	30 lbs (13.6kg)
Hypnotize Insert	ZZUN4674	2-12	24" x 24" (0,6m x 0,6m)	24" x 24" x 3.5" (0,6m x 0,6m x ,09m)	NA (NA)	1	1	0.5	13.1 lbs (5.9kg)
Funhouse Insert	ZZUN4675	2-12	24" x 24" (0,6m x 0,6m)	24" x 24" x 3.5" (0,6m x 0,6m x ,09m)	NA (NA)	1	1	0.5	20.3 lbs (9.2kg)
Very Buried Insert	ZZUN4677	2-12	24" x 24" (0,6m x 0,6m)	24" x 24" x 3.5" (0,6m x 0,6m x ,09m)	NA (NA)	1	1	0.5	18 lbs (8.1kg)
A-Maze-Ing Insert	ZZUN4673	2-12	24" x 24" (0,6m x 0,6m)	24" x 24" x 3.5" (0,6m x 0,6m x ,09m)	NA (NA)	1	1	0.5	13.3 lbs (6kg)
Four-The-Win Insert	ZZUN4676	2-12	24" x 24" (0,6m x 0,6m)	24" x 24" x 3.5" (0,6m x 0,6m x ,09m)	NA (NA)	1	1	0.5	13.7 lbs (6.2kg)
Magical Music Insert	ZZUN4679	2-12	24" x 24" (0,6m x 0,6m)	24" x 24" x 3.5" (0,6m x 0,6m x ,09m)	NA (NA)	1	1	0.5	30 lbs (13.6kg)
Slide & Solve Insert	ZZUN4678	2-12	24" x 24" (0,6m x 0,6m)	24" x 24" x 3.5" (0,6m x 0,6m x ,09m)	NA (NA)	1	1	0.5	16.5 lbs (7.4kg)

*CSA and EN compliant versions available. See your Playworld representative for more information.

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AeroGlider™



Inclusive play "ride" will be the talk of the town!

- Inclusive play component for a new or existing playground.
- Focal point of playground.
- Wheelchair accessible.
- Provides gentle rocking/gliding movement for everyone.

Exterior:

- Sleek, aerodynamic design screams action and fun!
- Unique textured stepping platform on both ends provides an opportunity for more kids to play, increasing the swaying fun.
- Back high rails allow adults to help guide and participate in the fun!

Interior:

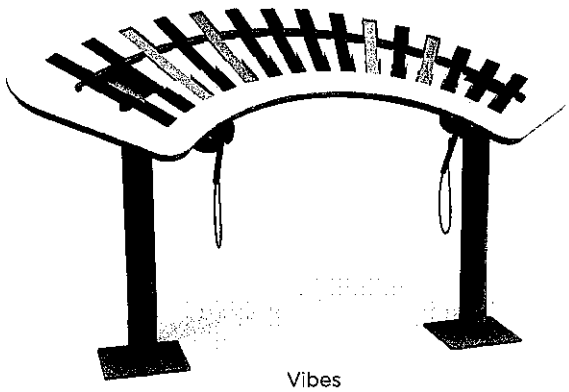
- Full 5' (1,52m) wheelchair turning radius, which is ADA compliant.
- Enough room for two wheelchair users to sit side-by-side.
- Couches are located on each end for children and adults to enjoy the ride.
- Table features comfort grip hand holds for added safety.

ss_AeroGlider - 11.11.2015 - © 2015 Playworld Systems®, Inc.

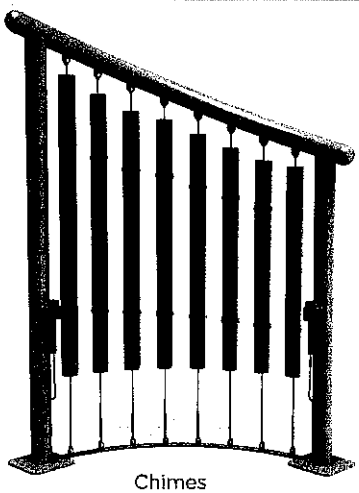
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PLAYWORLD
The world needs play.

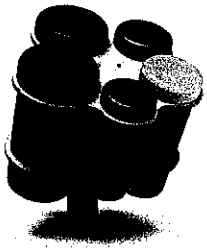
Concerto



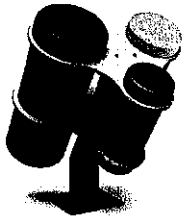
Vibes



Chimes



5 Congas



3 Congas



2 Congas



Large Cabasa



Medium Cabasa



Small Cabasa

Let all kids play in perfect harmony.

The Concerto line of outdoor musical equipment allows children of all abilities to experience the joy and benefits of making music. Designed at a more accessible angle and height, these instruments can be played comfortably by all kids, including those with mobility devices.

Both the Vibes and Chimes are tuned on a diatonic scale, which means that kids can achieve more accurate musical notes and learn to play real songs. Each has good sustain when struck with the attached rubber mallets, immersing children in sensory stimulation from the vibrations. Concerto Cabasas produce a metallic rattle as they spin, ranging in frequency depending upon drum size. Kids will keep the rhythm as others join in on the Congas, which differ in diameter and length to give each one a unique tone.

Weldments	Galvanized 1/8" steel plates; 1-5/16" OD 14-gauge & 1" oval 15-gauge steel tubing - All Components
Plastic Panels	1/2" and 3/4" HDPE (high-density polyethylene) sheets - Cabasas - Vibes
Hardware	18-8 Stainless Steel, Tamper resistant - All Components
Coating	Super durable, electrostatically applied powder coat - All Components
Steel posts	5.00" OD x 11 gage galvanized steel tubing - Bongo post, 3.50" OD x 13 gage galvanized steel tubing - Chimes frame - Vibes post - Cabasas post
Aluminum	6063 Aluminum - Chimes
Congas	ABS plastic

Concerto installation requirements:

Chimes and Vibes must be installed OUTSIDE of the playground area in regions that follow CSA certification.

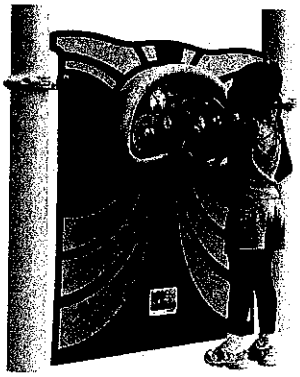
This is in order to meet playground compliance since there are several issues with the instruments using mallets that will not meet the guidelines

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KPE: Kid Powered Energy



Natrue Sounds Panel



Drive-Away Full Panel



Rhythm Spinner Full Panel



Animal Tunes Full Panel

Environmentally friendly KPE products run entirely on the charge kids give them when they spin, push, and press music and sound effect wheels and buttons. KPE products are out-of-the-box ready with no wiring required.

- KPE consists of 4 unique electronic products: Rhythm Spinner, Animal Tunes, Drive-Away, and Nature Sounds! The epitome of "green" energy, these panels derive their power from the motion of the children playing with them.
- KPE brings affordable technology to new or existing playgrounds and is designed for children ages 2 to 12.

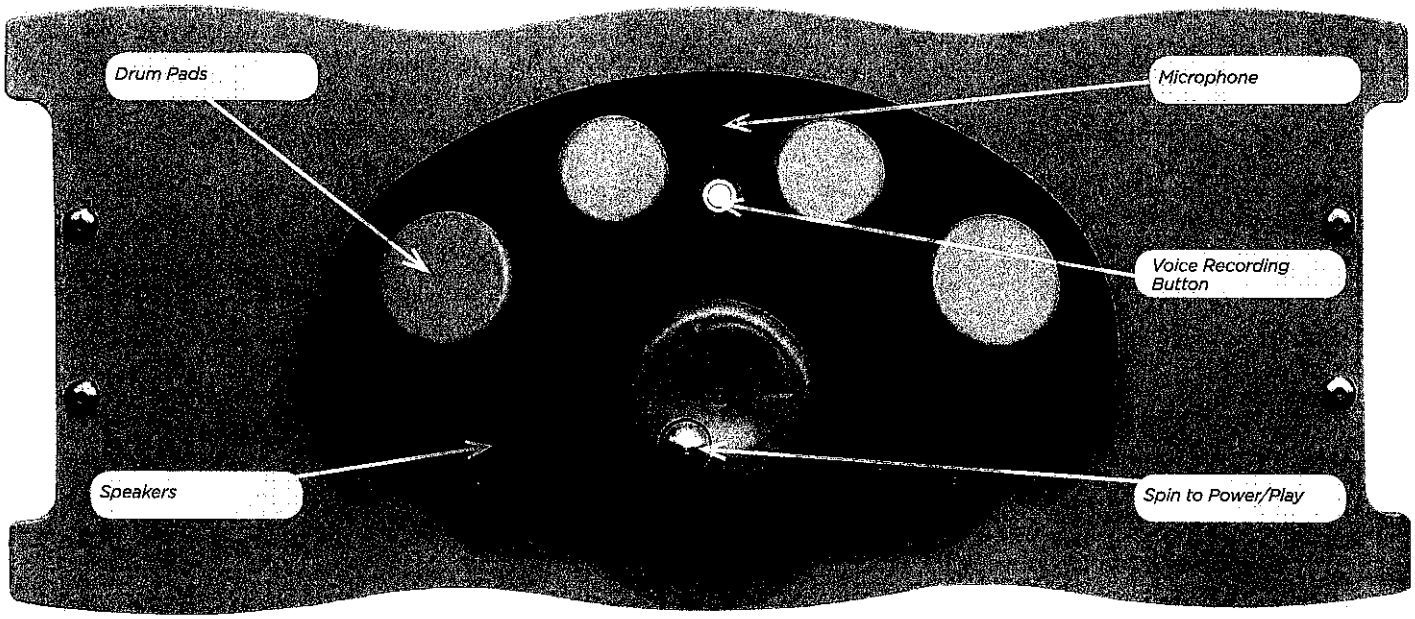
55_KPE-Kid-Powered-Energy • 11/15 • ©2015 Playworld Systems, Inc.

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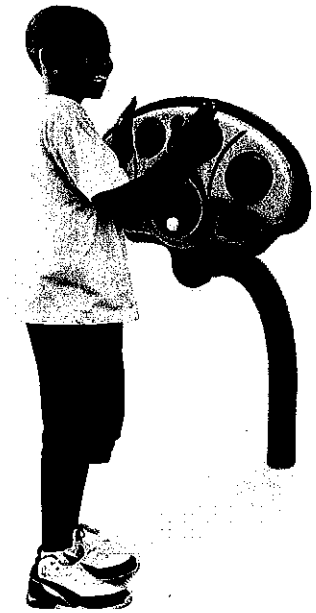
PLAYWORLD
The world needs play.

KPE: Rhythm Spinner *continued*

Spin the knob to power-up and play 10 different pieces of music. Hit the drum pads to play your own music along with one of the pre-recorded songs. A two-second recording feature allows children to talk, sing and shout into the microphone; their modified voice will play back when they hit the drum pads. Spin the knob in the reverse direction to change songs. Rhythm Spinner's open-ended play encourages imaginations to grow!



Rhythm Spinner Half Panel



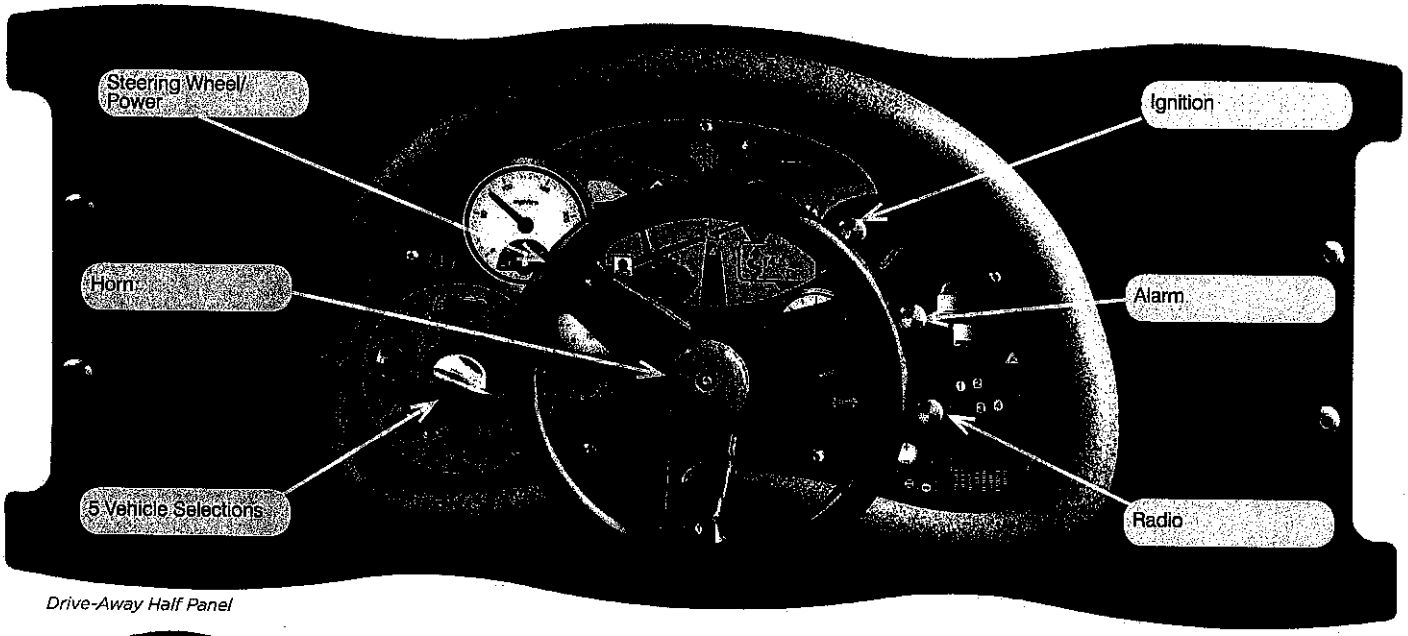
Rhythm Spinner Freestanding

- Inspires creative and cooperative play
- Encourages imaginative play and growth through discovery
- Promotes cause & effect play: the reward is music and sound effects
- Out-of-the-box-ready; no additional wiring is required
- Available in any of Playworld colors
- Can be incorporated into a larger playground or as a freestanding event
- Epitome of "green" energy
- Electronic experience
- ADA Accessible
- Designed for children ages 2-12

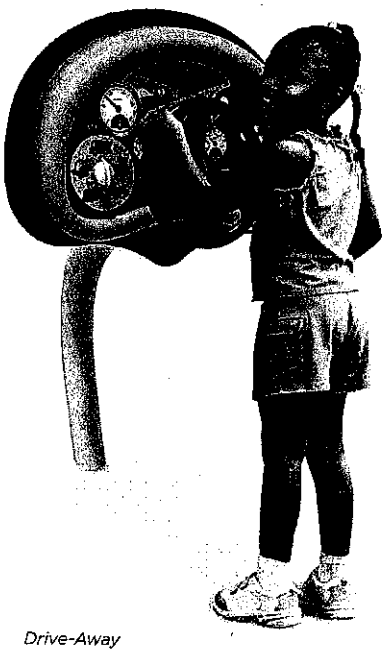
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KPE: Drive-Away *continued*

Choose your vehicle, grab the steering wheel and you're off! Jump in the car, hop on a train, climb into a firetruck, board the boat or blast off in the spaceship! The Drive-Away panel encourages imaginative play with interaction and sound effects that correspond with each vehicle. The panel is charged with each turn of the steering wheel. Other sound effects include a radio, security alarm, horn and ignition.



Drive-Away Half Panel



Drive-Away Freestanding

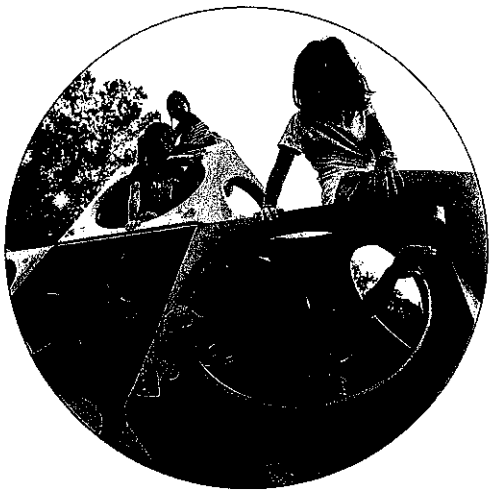
- Features a back panel depicting the front-end of a rotomolded car
- Encourages imaginative play and growth through discovery
- Promotes cause & effect play: the reward is music and sound effects
- Out-of-the-box-ready; no additional wiring is required
- Available in any of Playworld colors
- Can be incorporated into a larger playground or as a freestanding event
- Epitome of "green" energy
- Electronic experience
- ADA Accessible
- Designed for children ages 2-12

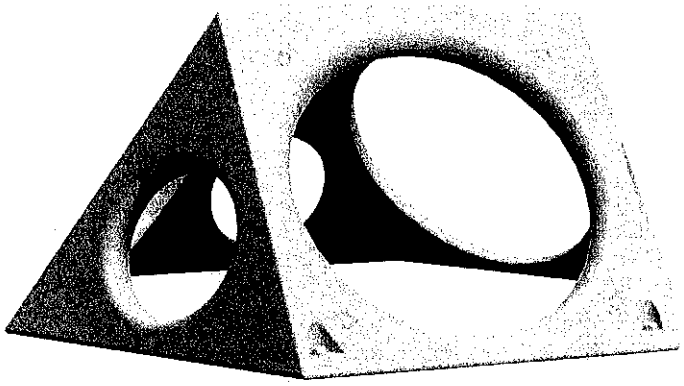
ss_KPE-Kid-Powered-Energy • 11.11.15 • © 2015 Playworld Systems®, Inc.

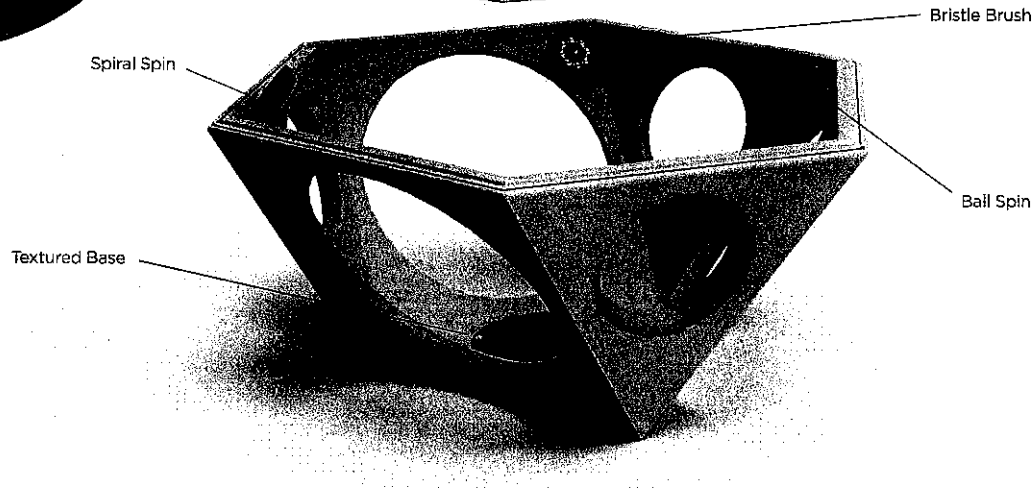
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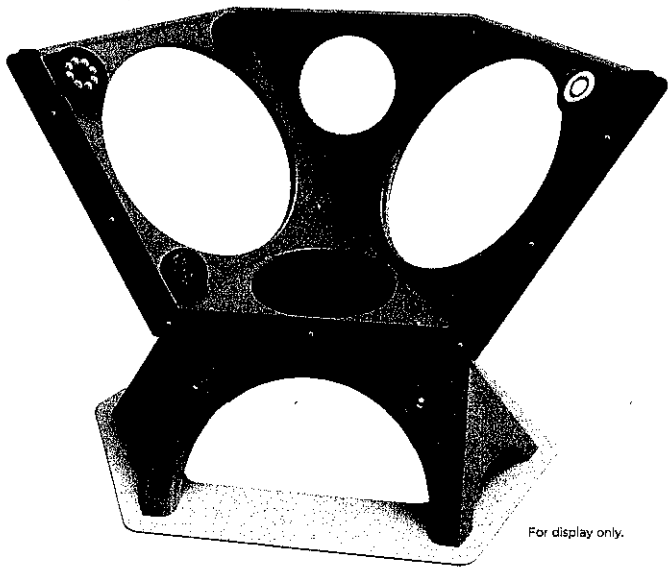
PLAYWORLD
The world needs play!

PLAYCUBES® SENSORY PACKAGES









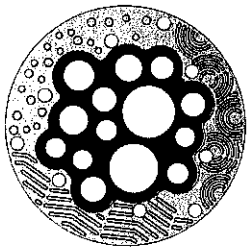
Inspire kids to explore the world around them! Each of our sensory additions features a new way for kids to strengthen their tactile, auditory, and visual senses as well as build their fine motor skills. These pieces add an extra touch of play to plastic PlayCubes structures, giving you an easy way to update or expand your community's play opportunities without increasing its footprint. Two PlayCubes Sensory Packages are available; one with Ball Spin, Bristle Brush, and Spiral Spin, and another with Embossed Spin, Hammered Spin, and Clicker Press.

ss_PlayCubesSensoryPackages • 01.15.24 • PlayworldSystems® Inc. is a Play Power, Inc. company. ©2024 Playworld Systems, Inc. All rights reserved.

PLAYCUBES® SENSORY PACKAGES CONTINUED

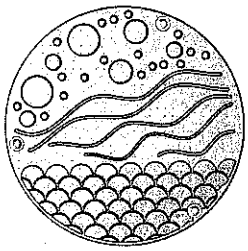
PLAYCUBES® SENSORY BASE INSERTS

Sensory Base Inserts may be used as replacements for your standard PlayCubes® floor.



DISCOVERY BASE

This engaging insert gives kids a new window into the world around them! The center casting features holes of varying sizes for kids to look through. Flextread—sandwiched between two castings with zigzags, curves, and bumps—offers further tactile engagement around the edges. Color of the castings may be chosen from a variety of options.



TEXTURED BASE

Textured casting featuring bumps, waves, and scales encourages kids to explore as they trace their fingertips or press their palm against each pattern. Color may be chosen from a variety of options.

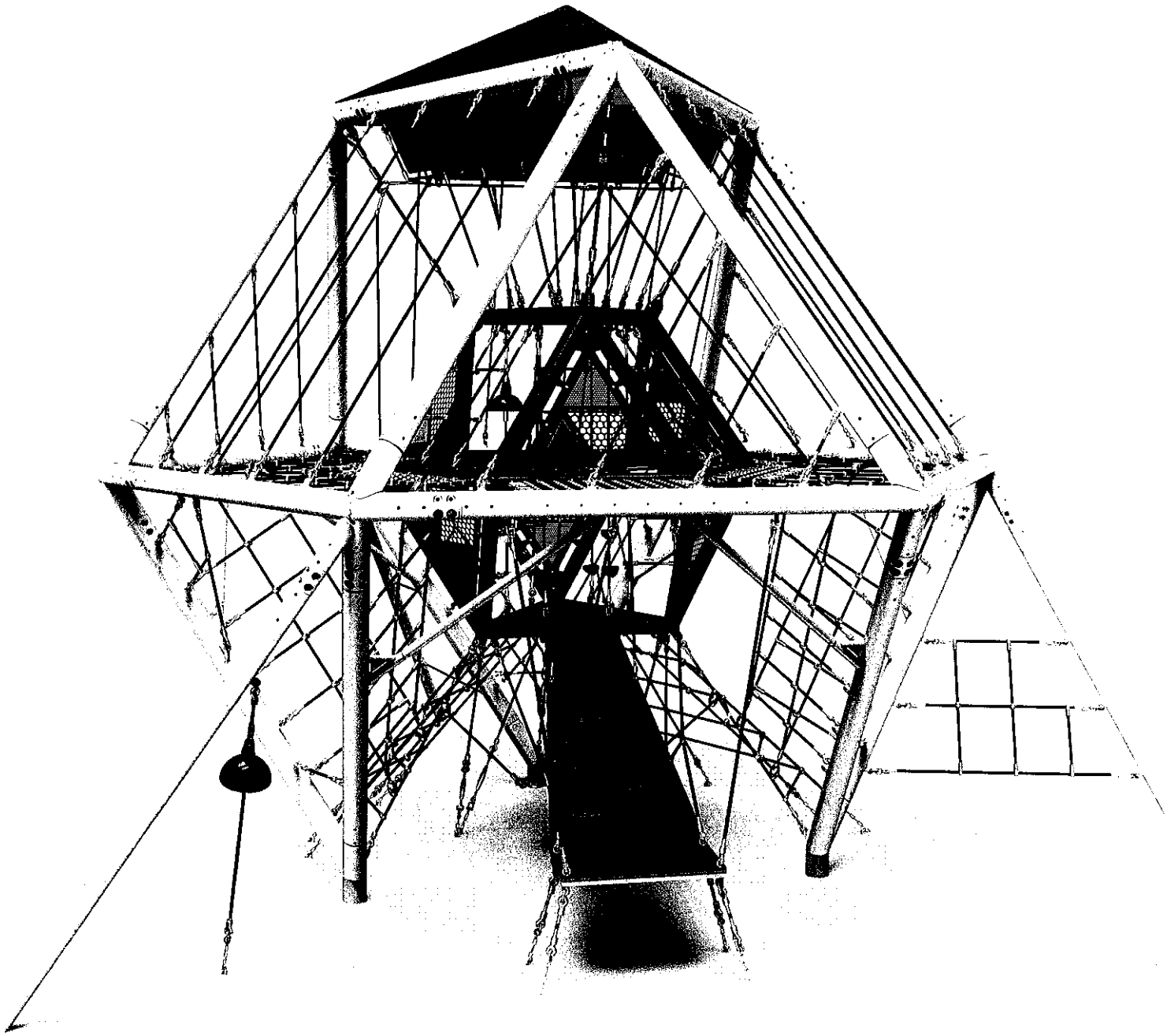
PRODUCT	ITEM	WEIGHT	ADA	ASTM F1487	CPSC PUB.325	CAN/CSA Z614	EN1176
Infill Panel	ZZUN8721	13 lbs (6 kg)	•	•	•	•	•
Sensory Kit #1	ZZUN8722	7 lbs (3 kg)	•	•	•	•	•
Sensory Kit #2	ZZUN8723	6 lbs (3 kg)	•	•	•	•	•
Textured Base	ZZUN8724	7 lbs (3 kg)	•	•	•	•	•
Discovery Base	ZZUN8725	7 lbs (3 kg)	•	•	•	•	•
Mighty Descent to PlayCubes®	ZZUN8739	907 lbs (412 kg)	•	•	•	•	•
Mighty Descent to PlayCubes® (4in SM)	ZZUN8739SD	927 lbs (421 kg)	•	•	•	•	•
Mighty Descent with Prism Pass to PlayCubes®	ZZUN8741	1227 lbs (557 kg)	•	•	•	•	•
Mighty Descent with Prism Pass to PlayCubes® (4in SM)	ZZUN8741SD	1258 lbs (571 kg)	•	•	•	•	•
Extension Support Post - 4 Cube High	ZZUN8742	95 lbs (44 kg)	•	•	•	•	•
Extension Support Post - 4 Cube High (4in SM)	ZZUN8742SD	89 lbs (41 kg)	•	•	•	•	•
Extension Support Post - 4 Cube High (4in SM) (EN)	ZZUN8743SD	89 lbs (41 kg)	•	•	•	•	•
Mighty Descent to PlayCubes® (EN)	ZZUN8751	907 lbs (411 kg)	•	•	•	•	•
Mighty Descent to PlayCubes® (4in SM) (EN)	ZZUN8751SD	936 lbs (425 kg)	•	•	•	•	•
Mighty Descent with Prism Pass to PlayCubes® (EN)	ZZUN8752	1227 lbs (557 kg)	•	•	•	•	•
Mighty Descent with Prism Pass to PlayCubes® (4IN SM) (EN)	ZZUN8752SD	1268 lbs (575 kg)	•	•	•	•	•

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QUITO™



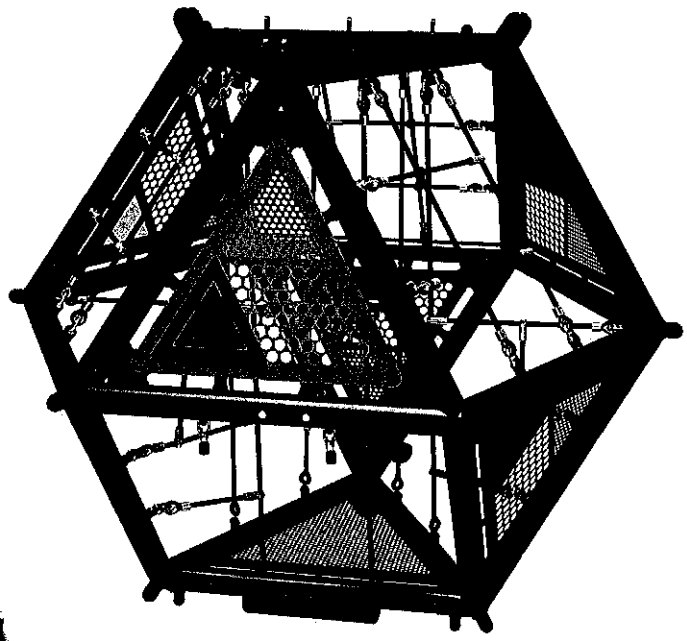
Quito (pronounced KEE-toe) is a freestanding net climber that takes kids on a journey to the center of the web. Inspired by Quito, Ecuador's capital city closest to the equator and the world's second-highest official capital city, Quito stands a towering15.54' (4,74m) high. Its daring, distinctive design offers a commanding, compelling playground presence. Children will feel like geometric spelunkers as they climb, balance, and teeter their way in, over, and through the colorful center. With multiple points of entry, Quito includes an easy passage to the center, as well as a cozy space underneath.

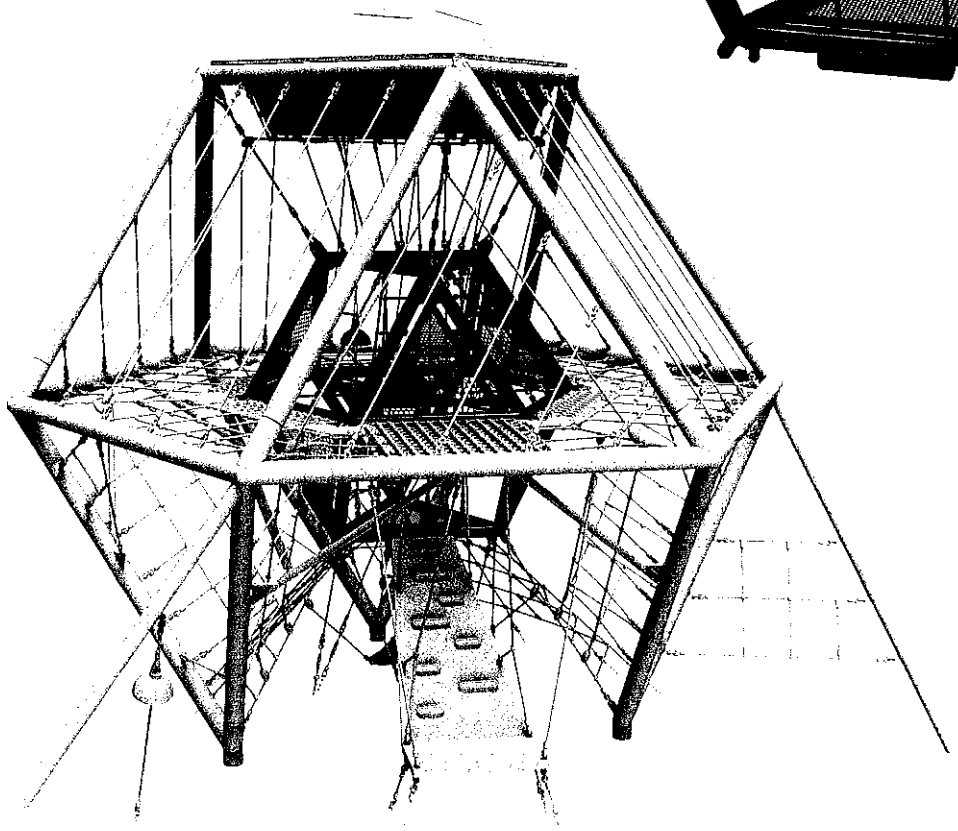
PW_Quito_Sale Sheet • 03.23.22 • Playworld Systems® Inc. is a PlayPower, Inc. company • 2022 Playworld Systems, Inc. All rights reserved

QUITO™

CORE DETAILS

- Social hangout opportunity with a sense of enclosure
- Sensory bell
- Triangle roof reachable by climbing higher
- Suspended with three 22mm Steel Core Ropes
- Koda triangle windows
- Powder coated panels
- Perforated steel panels





PRODUCT	ITEM	SPACE REQUIRED	SIZE	INSTALL HOURS	WEIGHT	USERS*	ADA	ASTM F1487	CPSC PUB.325	CAN/CSA Z614	EN1176
Quito™ (Tile/Pour in Place Surfacing)	ZZXX1123	31' 1" x 32' 3" (9,47m x 9,83m)	19' 5" x 20' 7" x 15' 6" (5,92m x 6,26m x 4,74m)	96	4327 lbs (1962 kg)	56	•	•	•	•	•
Quito™ (Loose Fill Surfacing)	ZZXX1124	31' 1" x 32' 3" (9,47m x 9,83m)	19' 5" x 20' 7" x 15' 6" (5,92m x 6,26m x 4,74m)	96	4393 lbs (1992 kg)	56	•	•	•	•	•

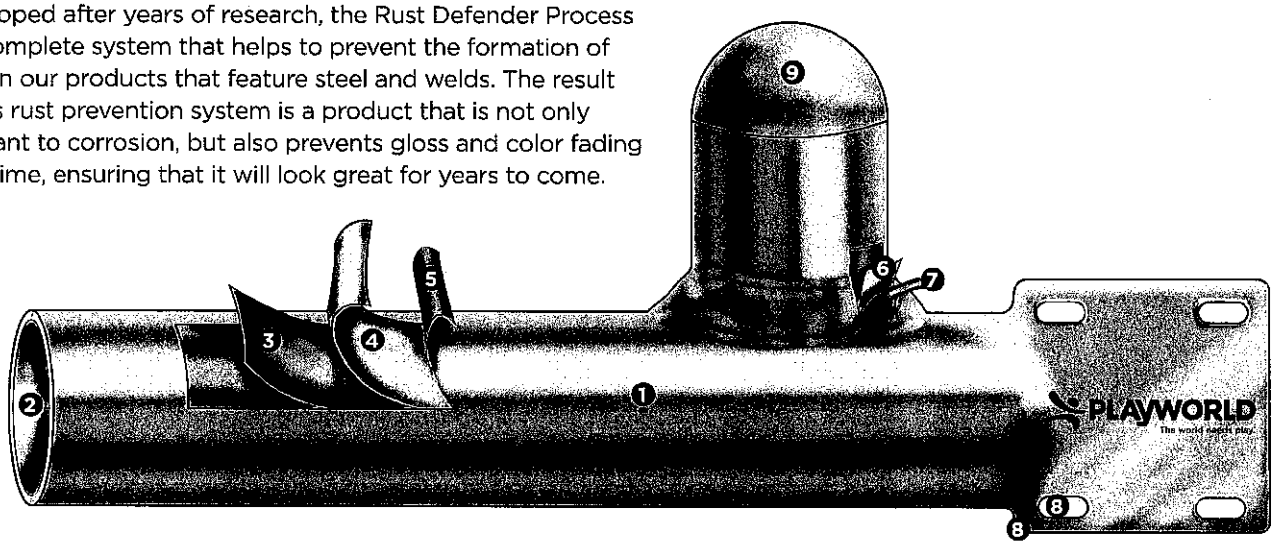
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RUST DEFENDER

THE RUST DEFENDER PROCESS

SUSTAINABILITY AND DURABILITY

Developed after years of research, the Rust Defender Process is a complete system that helps to prevent the formation of rust on our products that feature steel and welds. The result of this rust prevention system is a product that is not only resistant to corrosion, but also prevents gloss and color fading over time, ensuring that it will look great for years to come.



1. STEEL TUBING

Cold-formed, high-frequency weld tubing is manufactured from ASTM A570, Grade-A steel for superior strength.

2. INNER COATING

Zinc-rich organic coating prevents the formation of red rust on the inside of the tubing.

3. LEAD-FREE ZINC GALVANIZING

Zinc galvanizing keeps rust from creeping under the powder-coated surface should it become scratched or scuffed.

4. CONVERSION COATING

This coating is applied to prevent the formation of oxidation (white rust).

5. CLEAR ORGANIC COATING

This additional barrier prevents corrosion and creates a uniform surface for the application of powder coating, providing a smooth and shiny surface.

6. EPOXY/POLYESTER PRIMER

Weld areas and flat plates are coated with a specially formulated epoxy/polyester primer to encapsulate the weld area, deterring the formation of corrosion. This primer is identical to the primer that is used on heavy construction equipment.

7. SUPER DURABLE POLYESTER POWDER COATING

Our powder coating is completely lead-free and has been tested for 3,000 hours of UV exposure to meet the demand of the harsh tropical sun.

8. TUMBLED EDGES

All edges on flat sheet plates are rounded to provide a smooth, clean surface for the application of powder coating and to prevent edge rusting. These rounded edges, created by our 360° tumbling process, also remove the possibility of sharp edges that might lead to injury.

9. ALUMINUM POST CAPS

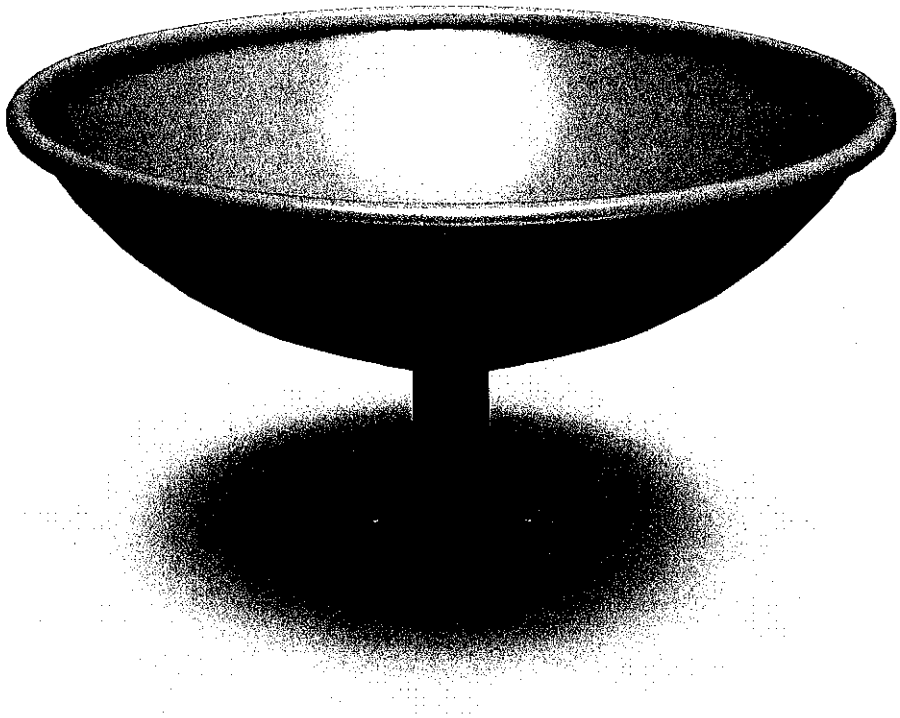
Our post caps seal the system, further preventing the formation of rust. Unlike steel (which rusts) and plastic (which breaks), our caps are made from durable aluminum.

10. MAINTENANCE KIT

It should be noted that routine maintenance is an additional and necessary part of the process. In order to prolong the lifespan of our products and keep them looking new, materials for maintenance are provided with each Challengers' and Playmakers' playsystem in order to address scratches, scuffs and vandalism.

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Swirl Saucer



Features

Climb in, swirl, rock, repeat

The Swirl Saucer encourages imaginative play and cooperation among children of all ages. Children can climb in and pretend they are astronauts on a rocket in outer space or the captain of a pirate ship sailing the Atlantic Ocean. The possibilities are endless with the Swirl Saucer. The Swirl Saucer is accessible to children of all abilities making it a perfect addition to inclusive playgrounds.

Materials:

Coating - Powder-coated Steel

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight
Swirl Saucer	ZZXX0503	2–12	21'5"x 21'5" (6,53m x 6,53m)	3'5"x 3'5"x 2'1" (1,04m x 1,04m x 0,63m)	2'1" (0,63m)	1	3	3	170 lbs (78 kg)

*CSA and EN compliant versions available. See your Playworld representative for more information.

ss_swirlsaucer • 07.3119 • © 2019 Playworld Systems, Inc.

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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
CERTIFICATION OF FILING

Certificate Number:
2024-1182637

Date Filed:
07/01/2024

Date Acknowledged:

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

Playground Solutions of Texas, Inc.
Southlake, TX United States

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

Calhoun County

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

20-065-064-C182
Playground Equipment, Shade Systems, Surfacing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Playground Solutions of Texas	Southlake, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Hunter Barnard, and my date of birth is _____.

My address is _____ (street) _____, Houston (city), TX (state), 77007 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 1st day of July (month), 20 24 (year).

Hunter Barnard

Signature of authorized agent of contracting business entity
(Declarant)

LITTLE CHOCOLATE BAYOU PLAYGROUND

Design Number: 24-14539A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
40	ZZUN4793	CONSTRUCTION PANEL INSERT	1
	Barriers		
41	ZZPM4658	PLAYWOOD ACCESS GATES	2
42	ZZPM4659	PLAYWOOD WALL BARRIER	1
	Climbers		
43	ZZPM7086	CLIMBING SQUARES BLOCK CLIMBER (24in)	1
44	ZZPM7439	ROCK CLIMBER (48in DECK)	1
45	ZZPM7657	SOLAR CLIMBER (36in & 30in DECKS)	1
46	ZZPM7948	SILO CLIMBER (24in DECK)	1
47	ZZPM8100	BEANSTALK CLIMBER (36in DECK)	1
48	ZZPM8256	48in PLAYWOOD CLIMBER	1
49	ZZPM8338	STEEL CURVE CLIMBER (TRIPPPLE SLIDE)	1
50	ZZUN8727	PLAYCUBE- GROUND LEVEL	3
51	ZZUN8747	PLAYCUBES- ABOVE GROUND- 3 SIDED CONNECTION	1
52	ZZUN8761	POLY CLIMBER- SMALL	2
	Balance		
53	ZZUN7136	UNITY STEPPER - SMALL	7
54	ZZUN7137	UNITY STEPPER - MEDIUM	6
55	ZZUN7138	UNITY STEPPER - LARGE	1
56	ZZUN7140	STATIONARY BUTTONS (12in)	4
57	ZZUN7146	STATIONARY BUTTONS (18in)	3
58	ZZUN7147	STATIONARY BUTTONS (24in)	2
	Roofs & Arches		
59	ZZPM4714	17ft HEX HAT SHADE	3
60	ZZPM9698	16ft SHADE CANOPY	1
61	ZZPM9727	PM HEX HAT POST BRACES	2
	Additional Tool & Maintenance Kits		
62	ZZUN1471	INSTALLER HARDWARE KIT	1
63	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
64	ZZXX0678	LABEL KIT- COMPOSITE STRUCTURE - ASTM	1
65	ZZXXGNGUID	GENERAL INSTALLERS GUIDE	1

LITTLE CHOCOLATE BAYOU PLAYGROUND

Design Number: 24-14539A - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
21	ZZPM0385	12	5in OD X 174in SHADE POST (24in AND 36in DECKS)	Certified	1,197.60		TBD	0	12.00	0.00	0
22	ZZPM0386	6	5in OD x 198in LARGE SHADE HAT POST-(48in & 60in DECK)	Certified	681.60		841	0	6.00	0.00	0
23	ZZPM0870	2	48in DECK STEEL FILLER POST (PM)	Certified	84.64		155	0	1.50	0.26	0
24	ZZPM0617	1	TRIANGULAR COATED DECK ASSEMBLY	Certified	46.40		169	2	1.00	0.00	0
25	ZZPM0618	1	1/2 HEX COATED DECK ASSEMBLY	Certified	111.82		353	5	1.50	0.00	0
26	ZZPM0619	4	HEX COATED DECK ASSEMBLY	Certified	914.88		2,551	32	8.00	0.00	0
27	ZZPM0639	2	45 DEGREE TRI COATED DECK ASSEMBLY	Certified	115.80		412	6	2.00	0.00	0
28	ZZUN2290	6	COATED DECK TO DECK CONNECTION KIT	Certified	1.74		23	0	3.00	0.00	0
29	ZZPM2027	1	TRANSFER STATION W/BARRIERS (48in DECK)	Certified	294.20		567	3	2.00	0.09	0
30	ZZPM7328	1	6in RISE DK-DK WHEELCHAIR RAMP W/ GUARDRAILS	Certified	201.60		418	4	2.00	0.00	0
31	ZZPM7330	1	AEROGLIDER DECK EXTENSION FOR WHEELCHAIR RAMPS	Certified	61.32		107	0	1.00	0.03	0
32	ZZPM7537	1	GROUND TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	Certified	388.84		782	4	3.00	0.00	0
33	ZZPM7538	2	DECK TO DECK WHEELCHAIR RAMP W/ BARRIERS (12in RISE)	Certified	1,082.20		1,974	8	6.00	0.00	0
34	ZZPM7539	1	DECK TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	Certified	379.30		737	4	3.00	0.00	0
35	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83		72	1	1.00	0.04	0
36	ZZUN7336	1	AEROGLIDER	Certified	1,567.12		7,009	12	16.00	2.10	1
37	ZZUN9390	1	6in WHEELCHAIR RAMP CENTER SUPPORT	Certified	7.93		10	0	0.50	0.06	0
38	ZZUN9400	1	18in WHEELCHAIR RAMP CENTER SUPPORT	Certified	10.79		13	0	0.50	0.06	0
39	ZZUN9410	1	30in WHEELCHAIR RAMP CENTER SUPPORT	Certified	13.76		17	0	0.50	0.06	0
40	ZZUN9420	1	42in WHEELCHAIR RAMP CENTER SUPPORT	Certified	16.62		21	0	0.50	0.06	0
41	ZZPM1374	1	TRIPPPLE RACER SLIDE	Certified	767.03		2,117	6	6.50	0.09	1
42	ZZPM3006	1	30in ROUND TUBE SLIDE ENTRANCE/EXIT	Certified	163.40		879	2	2.00	0.03	1

LITTLE CHOCOLATE BAYOU PLAYGROUND

Design Number: 24-14539A - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
70	ZZUN7140	4	STATIONARY BUTTONS (12in)	Certified	108.48			359	4	3.00	0.52	4
71	ZZUN7146	3	STATIONARY BUTTONS (18in)	Certified	83.76			275	3	2.25	0.39	3
72	ZZUN7147	2	STATIONARY BUTTONS (24in)	Certified	58.44			187	2	1.50	0.26	2
73	ZZPM4714	3	17ft HEX HAT SHADE	Certified	1,687.50			5,971	0	30.00	0.36	0
74	ZZPM9698	1	16ft SHADE CANOPY	N/A	80.30			1,424	0	1.50	0.00	0
75	ZZPM9727	2	PM HEX HAT POST BRACES	Certified	312.80			989	0	2.00	0.00	0
76	ZZUN1471	1	INSTALLER HARDWARE KIT	N/A	3.90			57	0	0.00	0.00	0
77	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	N/A				90				
78	ZZXX0678	1	LABEL KIT- COMPOSITE STRUCTURE - ASTM	N/A	0.04			[illegible]	0	0.08	0.00	0
79	ZZXXGNGUID	1	GENERAL INSTALLERS GUIDE	N/A				1				
			Totals:		23,062.38	3,478	6,776	96,574	243	303.83	20.52	60
					0,378.07 Kg	1,565 Kg	3,049 Kg	97 Metric Tons			15.60 m3	

PLAYGROUND SOLUTIONS OF TEXAS



ISO Certified

Playworld is proud to be ISO certified by SGS, the world's leading inspection, verification, testing, and certification company. ISO (International Organization for Standardization) is an independent, international organization that develops and promotes market-relevant



IPEMA

Playworld is a founding member of the International Play Equipment Manufacturers Association (IPEMA), a member-driven organization whose mission is to assist in providing safe environments for children to play. In the interest of playground safety, IPMEA provides a third-party certification service, whereby a designated independent laboratory (TUV America) validates a participant's certification of conformance to the following standards:

ASTMI Standard F1487: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use

CAN/CSA Z614: Guidelines on Children's Play Spaces and Equipment

ASTM F1292: Standard Specification for Impact Attenuation Under and Around Playground Equipment.

The use of the corresponding IPEMA certification logos signify that Playworld has received written validation from an independent laboratory that the products associated with the use of the logo conform with the requirements of the indicated standard.

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: July 1st, 2024

Bidder (Legal Name of Firm): Playground Solutions of Texas Inc.

Date Organized: 06/11/2018

Name of Owner(s): Christina Jones

Address: PO Box 92458 Southlake TX. 92458

Date Incorporated 06/11/18

Federal ID Number: 83-0845409

Number of Years in contracting business under present name 6 years

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

Work Presently Under Contract:

Contract	Amount $	Completion Date
Waxahachie ISD STEAM Elementary	$273,840.00	10/01/2024
Assembly Park Plano TX	$590,938.00	07/31/2024
City of Big Springs Comanche Trail Park	$749,717.00	10/01/2024

Type of work performed by your company: Playground Equipment/Surfacing/Site Amenities/Installation

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
8

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

(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 X

(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 X

(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
The Church of the Cross Grapevine TX	$251.000.00	05/01/2024
City Park Breckenridge TX	$350,227.00	04/01/2024
Celebree School of Dallas TX	$180,308.14	04/15/2024

Major equipment available for **this** contract: Playworld Playgrounds - USA Shade Canopies - Vitriturf PIP Surfacing

Are you in compliance with all applicable EEO requirements? X Yes

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

(Optional) Minority Business Reporting Information:

Owner's Race: Caucasian

Owner's Ethnicity : White

Owner's Gender: Female

Are you a Section 3 business? (see below) □ Yes X 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: 2300 Southlake Blvd Contact Name: Celia Manilla

City & State: Southlake TX Zip: 76092 Phone Number: 8171-3502

Credit available: $ 250,000.00

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

(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 1st day of July, 2024.

Signature

Hunter Barnard Sales Consultant

Printed Name and Title

Playground Solutions of Texas, Inc.

Company Name

Notary Statement:

Hunter Barnard, being duly sworn, says that he/she is the Sales Consultant Position/Title of Playground Solutions Texas Inc (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 1st day of July, 2024.

Notary Public

Signature

MICHAEL N KOUTSANELLOS
Notary ID #133895141
My Commission Expires
August 5, 2026

Michael Koutsanellos

Printed Name

My Commission Expires: 8/5/26.

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

Signed this 1st day of July , 2024 .

Signature

Hunter Barnard Sales Consultant

Printed Name and Title

Playground Solutions of Texas, Inc.

Company Name

Notary Statement:

_____. being duly sworn, says that he/she is the _____Position/Title _____of_____ (Firm Name), and he/she by 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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his/ her knowledge and belief, that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence 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 or 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 ce1iification.

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 (I) (a- d) of this certification.

Hunter Barnard, Sales Consultant
Name and Title of Authorized Agent

07/01/2024
Date

Hunter Barnard
Signature of Authorized Agent

__ I am unable to certify to the above statements. My explanation is attached.

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 repoli 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 repoli 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 celiification 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 celtification 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 principate 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 celiifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

STATE OF TEXAS {}

COUNTY OF Harris {}

AFFIDAVIT

Hunter Barard being first duly sworn, deposes and says: that he or she is
(Type or Print Name)

the Sales Consultant of Playground Solutions of Texas, Inc, having its
(Type or Print Title) (Type or Print Name of Company/Firm)

principal address at PO Box 92458 Southlake TX 92458,
(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.

Hunter Barard
Signature of Affiant

Hunter Barnard, Sales Consultant
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 15th day of July, 2024.

MICHAEL N KOUTSANELLOS
Notary ID #133895141
My Commission Expires
August 5, 2026

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)

Playground Solutions of Texas, Inc.
PO Box 92458
Southlake TX, 76092

CERTIFICATION BY BIDDER

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

Yes X 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 X No

NAME AND TITLE OF SIGNER (Please type)

Hunter Barnard Sales Consultant

SIGNATURE Hunter Barnard DATE 07/01/2024

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

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

For business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and % ownership of each appointed officers
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ 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
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ 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
☐ List of owned equipment
☐ List of all contracts for the past two years
☐ Statement of ability to comply with public policy

Authorized Name and Signature

Date

Attested By:

(Corporate Seal)

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

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) Hunter Barnard, 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

Playground Solutions of Texas, Inc.

Company Name

Hunter Barnard — Hunter Barnard

Signature of Authorized Official — Printed Name of Authorized Official

Sales Consultant — 07/01/2024

Title of Authorized Official — Date

We are thrilled for the opportunity to be your PARTNER in PLAY!

Scan the QR Code below to view a virtual presentation of the project with 3D images, a fly-by video, product information, and more!

- More Partners

Policies

- Terms of Use
- Privacy Policy
- Restricted Data Use
- Freedom of Information Act
- Accessibility

Customer Service

- Help
- Check Entity Status
- Federal Service Desk
- External Resources
- Contact

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SAM.gov
An official website of the U.S. General Services Administration

07/01/2024

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, PLAYGROUND SOLUTIONS OF TEXAS, INC. as PRINCIPAL, and LEXON INSURANCE COMPANY, as SURETY are held and firmly bound unto **CALHOUN COUNTY, TEXAS** hereinafter called the "Local Public Agency", in the penal sum of Five Percent of Amount Bid Dollars, ($ 5% of Amount Bid), 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 July 2, 2024, for **BID NO. 2024.08 – INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT – GLO CONTRACT NO. 20-065-064-C182 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 (60) 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 28th day of June 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.

(SEAL)

PLAYGROUND SOLUTIONS OF TEXAS, INC.

(SEAL)

Attest: Hunter Barnard

By: Christina Jones

Christina Jones, President/Owner

Affix Corporate Seal

Attest:

By: LEXON INSURANCE COMPANY

Affix Corporate Seal

Countersigned

Attest:

By: Jennifer Williams

Jennifer Williams, Attorney-In-Fact

By N/A

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11118

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Susan A. Welsh, Sandra M. Winsted, Christina L. Sandoval, Judith A. Lucky-Eftimov, Aerie Walton, Derek J. Elston, Jennifer Williams, Salena Wood, Eric D. Sauer, Bartlomiej Siepierski, Barbara Pannier, Rachel Fore, Kristin L. Hannigan, Samantha Chierici, Corinne Chapman, Jean Torres, Roger Paraison, Nicholas Kertesz, Dartonya Wright, Tara A. Maquinto, Richard Casa, Aaron D. Griffin, Therese M. Jackson, Robert Nachreiner** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28th day of June, 2024.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

BID SCHEDULE

PROJECT NAME: BID NO. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182

DUE DATE: JULY 2, 2024 BEFORE 2:00:00 P.M.

BIDDER NAME: Kraftsman, LP dba Kraftsman Commercial Playgrounds and Water Parks

BASE WORK SCOPE: The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

BASE BID

Item #	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
1	MOBILIZATION, INSURANCE AND BONDS PER PLANS AND SPECIFICATIONS	LS	1	$44,092.99	$44,092.99
2	TEMPORARY PROJECT SIGNAGE PER PLANS AND SPECIFICATIONS	LS	1	$1,705.97	$1,705.97
3	DEMOLITION OF ENGINEERED WOOD FIBER (EWF) (APPOX. 12" THICK) AND TRANSFER TO AREAS WITHIN PARK PER PLANS AND SPECIFICATIONS.	SF	7,575	$1.98	$14,998.50
4	TYPE D, CRUSHED LIMESTONE, 8.5" THICK AFTER COMPACTED IN PLACE TO 95% COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$11.50	$87,112.50
5	GEO-GRID OR GEO-FABRIC INSTALLED ON TOP OF BASE MATERIAL COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$0.39	$2,954.25
6	RUBBER SURFACING 3.5" THICK COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$26.65	$201,873.75
7	NEW PLAYGROUND STRUCTURE(S) MEETING THE MINIMUM REQUIREMENTS AS SET FORTH IN THE PLANS AND SPECIFICATIONS AND WITHIN THE AREAS LISTED. THIS INCLUDES A SUPER STRUCTURE, SWING SET, MERRY-GO-ROUND, STEM PLAY, ELECTRONIC GAME AND MUSIC PLAY. CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED.	LS	1	$291,671.19	$291,671.19
8	TWO-POST HIP SHADE STRUCTURE (15' X 22' X 10') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	2	$19,005.60	$38,011.20
9	SINGLE-POST SQ SHADE STRUCTURE (16') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	1	$16,440.34	$16,440.34
				TOTAL BASE BID	$698,860.69

*Submission of a bid tab with "Clarifications" or "Exclusions" and/or any other stipulations will not be accepted. It shall be the bidder's responsibility to provide a complete bid and ask any questions necessary to clarify any bid items or relevant concerns within the questions period.

**The award will be based on the BASE BID and the Owner reserves the right to determine the most advantageous and best bid for the project.

***The Calhoun County Commissioners Court shall be the sole judge in determining which bid will be the most advantageous to Calhoun County.

SPECIFICATION NOTES

The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

The BIDDER, in compliance with the invitation for bids for **Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 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. Addendum no 1
2. Addendum no 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
Poured in Place Rubber	TotTurf/Robertson Industries
concrete piers/shade installation	J+J Paving

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: Kraftsman LP

Address: 19535 Haude Rd Spring, TX 77388

Phone: 281.353.9599

EIN or Tax ID No.: 26-04388158

Signature:

Name and Title: Kris Soderberg, VP

Email: info@kraftsmanplay.com

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: 7/2/2024

Bidder (Legal Name of Firm): Kraftsman, LP dba Kraftsman Commerical Playgrounds and Water Parks

Date Organized: 1981

Name of Owner(s): Mark Soderberg, Michelle Soderberg, Kris Soderberg, Korey Soderberg

Address: 19535 Haude Rd Spring TX 77388

Date Incorporated N/A

Federal ID Number: 26-0438158

Number of Years in contracting business under present name 17

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

Work Presently Under Contract:

Contract	Amount $	Completion Date
see attached		

Type of work performed by your company: Playground and splash park design, sales, and installation/construction as well as other park amenities (shade, shelter, furnishings).

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

Please see resumes for employees

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
Fun Island Playground City of Port Arthur, TX	$750,000	October 2023
Brookshire Amphitheater Brookshire, TX	$565,000	July 2023
Doornbos Inclusive Park Nederland, TX	$540,000	November 2023

Major equipment available for **this** contract: We will provide all necessary equipment to complete project.

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: 815 Walker Street Suite 1350 Contact Name: Nicole Bunn, Sr VP

City & State: Houston, Texas Zip: 77002 Phone Number: 713-232-2526

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. N/A

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.

N/A

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 28 day of JUNE, 2024

Signature

Kris Soderberg, VP

Printed Name and Title

Kraftsman Commercial Playgrounds and Water Parks

Company Name

Notary Statement:

Kris Soderberg, being duly sworn, says that he/she is the VP Position/Title of Kraftsman, LP (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 28th day of June, 2024.

Notary Public

Tonia D. Bennett

Signature

TONIA D. BENNETT
MY COMMISSION EXPIRES
AUGUST 16, 2027
NOTARY ID: 11653873

Printed Name Tonia D. Bennett

My Commission Expires: 8/16/2027

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

KRAFTSMAN QUALIFICATIONS

Kraftsman Commercial Playgrounds and Water Parks is a successful, family-owned and operated business with over 40 years of experience providing recreational solutions in Texas, Oklahoma, and Louisiana. Our customers and their clients are Kraftsman's number one concern when designing, constructing, and/or supplying recreational facilities and products. We pride ourselves in providing professional service and attention during all phases of a project: planning assistance, turnkey construction, and maintenance after completion of the project.
Kraftsman represents and installs several lines of high-quality playground and park equipment. Our product lines include traditional and non-traditional play structures for all age groups; safety surfacing; park amenities such as tables, benches, and litter receptacles; fitness and sports equipment; park shelters and pavilions; shade canopies; skate ramps and rails; water slides and SplashParks. We are your complete park equipment and service solution.

OUR HISTORY

- **1981** - Kraftsman Playground and Park Equipment is started by Michelle and Mark Soderberg as a retail sales and manufacturer of residential wood playgrounds.
- **1983** - Commercial sales added
- **1986** - Incorporated as Playkraft, Inc. dba Kraftsman Playground & Park Equipment; 100% ownership by Michelle Soderberg
- **1996** - Discontinued manufacturing and focused on acting as a manufacturer's representative and providing installation service for commercial playground and park equipment
- **2002** - Introduced Water Parks (SplashParks). SplashParks are a popular and proven way to utilize public recreation facilities, either as an alternative to pools or as a companion to pool areas.
- **2007** - Business reorganized as Kraftsman LP (dba Kraftsman Commercial Playgrounds and Water Parks), as a partnership for continuation of and replacement for Playkraft, Inc. Michelle Soderberg - 26% ownership
  - Mark Soderberg - 25% ownership
  - Kris Soderberg - 24% ownership
  - Korey Soderberg - 24% ownership
  - KPPE, LLC, general partner - 1% ownership
- **2013** - Kraftsman achieves sales of $10 million
- **2018** - Kraftsman achieves sales of $20 million
- **2019** - Kraftsman receives the following sales award from Superior Recreational Products First Place - SRP Shelter Sales of the Year
  - First Place - SRP Recycled Playgrounds Sales of the Year
  - First Place - SRP Overall Sales
  - First Place - SRP Site Amenities Sales of the Year
  - First Place - SRP Playground Sales of the Year
  - Second Place - SRP Shade Sales of the Year
- **2020** - Kraftsman receives the following sales awards from Superior Recreational Products
  - SRP President's Award
  - SRP Diamond Club Award
- **2021** - Kraftsman receives the following sales awards from Superior Recreational Products
  - SRP Diamond Club Award
  - SRP Site Amenities Top Sales
- **2022** - Kraftsman achieves sales of $30 million and receives the following sales awards from Superior Recreational Products
  - SRP Diamond Club Award
  - SRP Site Amenities Top Sales

KRAFTSMAN QUALIFICATIONS

OUR KREW

SERVICE KREW
A full-time Service Manager to handle any possible challenges that might arise after project completion

WAREHOUSING CAPABILITIES
Kraftsman owns and maintains a warehouse over 10,000 sq. feet in size with one Warehouse Manager and one Warehouse Associate. This facility enables the reception and storage of products to eliminate the need to handle these functions at the jobsite. Inventory necessary for most service and repairs is also maintained at this warehouse.

CERTIFICATIONS

- AFO Aquatic Facility Operator
- CPSI Certified Playground Safety Inspector
- NPSI National Playground Safety Institute
- NPCA National Playground Contractors Association
- Superior Recreational Products - Certified Manufacturer Installer
- Water OdysseyTM by the Fountain People (equipment manufacturer)

AFFILIATIONS

- AWBD - Association of Water Board Directors
- CAI - Community Association Institutes: Houston, Dallas, Austin, San Antonio
- NRPA - National Recreation and Park Society
- NPCA - National Playground Contractor Association
- TAA - Texas Apartment Association
- TASB - Texas Association of School Boards
- TASBO - Texas Association of School Business Officials
- ASLA - American Society of Landscape Architects: Texas Chapter
- THA - Texas Housing Association
- TML - Texas Municipal League
- TPPC - Texas Public Pool Council
- TRAPS - Texas Recreation and Parks Society
- AIA - Texas Society of Architects
- OML - Oklahoma Municipal League
- SWPRTI - Southwest Parks and Recreation Training Institute
- GHBA - Greater Houston Builders Association
- AGC - Association of General Contractors
- ORPS - Oklahoma Recreation and Parks Society

KRAFTSMAN QUALIFICATIONS

REFERENCES

SANDY JENKINS
Parks & Recreation Dept.
City of San Antonio
114 W. Commerce, 10th Floor
San Antonio, TX 78283
903-237-1037

SCOTT BRADLEY
Parks Superintendent
City of La Porte
604 W Fairmont Parkway
La Porte, TX 77571
281-470-5141

MERRIE TALLEY
Principal/Owner
Talley Landscape Architects, Inc.
7637 Highway 36 N
Rosenburg, TX 77471
281-341-5601

DAVID MILLS
Senior Architect
City of Dallas
1500 Marilla Street, 6FN
Dallas, TX 75201
214-670-1805

TARA KLEIN
Owner
Four & One LLC
25344 Coons Road
Tomball, TX 77375
281-217-1113

ADAM BREWSTER
Architect
Dunaway Associates, L.P.
550 Bailey Avenue, Ste. 400
Fort Worth, TX 76107
817-632-4768

SHAWN BLACKBURN
Parks & Recreation Director
City of Bay City
1901 5th Street
Bay City, TX 77414
979-323-1660

COLLEEN SIMPSON
Parks & Recreation Director
City of Port Aransas
710 W Avenue A
Port Aransas, TX 78373
361-317-2473

CHRIS SAGER
Parks Manager
City of Lockhart
PO Box 239
Lockhart, TX 78644
512-398-6452

PAT SCHNEIDER
Landscape Architect
City of San Antonio
PO Box 839966
San Antonio, TX 78283
210-207-8466

KATHLEEN OWNBY
Executive Director
SPARK School Park Program
900 Bagby, 2nd Floor
Houston, TX 77002
832-393-0911

LISA JOHNSON
Project Manager
City of Houston
2999 South Wayside
Houston, TX 77023
832-393-8081

Contract		Amount	Completion Date
Dublin City Park Repairs	$	44,633	Jul-24
Mont Belvieu Metal Building	$	460,036	Jul-24
Bridge City Intermediate - Swings	$	308,448	Jul-24
Dalhart Waterslide	$	77,060	Jul-24
Palmer Elementary - Slide Replacement	$	23,301	Jul-24
Spring Lakes - Gate 3 Playground	$	29,882	Jul-24
Chandler Creek HOA Playground	$	57,980	Jul-24
Charlton Pollard - Swings	$	21,647	Jul-24
Lakeview Splash - Music	$	32,678	Jul-24
Bridge City - Shade Replacement	$	5,313	Jul-24
Calhoun Co. Olivia Haterius Park Swing	$	15,201	Jul-24
Highpoint at Wynnewood Playground Job	$	49,103	Jul-24
Hueni Family Park - Playground	$	62,998	Jul-24
LEMMON AVE. STREETSCAPE	$	94,612	Jul-24
Olsen Park Playground	$	64,944	Jul-24
SFA Early Childhood - Playground	$	232,024	Jul-24
Reserve at Shiloh Playground	$	45,540	Jul-24
Beaumont Botanical Gardens	$	29,039	Jul-24
Chambers Co. George W. Carver Park	$	87,096	Jul-24
Clear Creek Community Church Playgrounc	$	265,265	Jul-24
Del Valle ISD CDC Playground	$	301,454	Jul-24
Doornbos Park - Gable Shelter	$	205,102	Jul-24
Sallas Splash Filtration system	$	430,312	Jul-24
Summit Pool Improvements	$	49,712	Jul-24
Olsen Elementary Playground Relocation	$	30,840	Aug-24
Simon Minchen Park Phase 2	$	255,524	Aug-24
City of Huntsville - Pool Slide	$	66,803	Aug-24
Port Aransas ISD - Post & Slide	$	10,313	Aug-24
Woodland Park Basketball Court	$	133,705	Aug-24
Barshop Jewish Community	$	90,191	Aug-24
Tanglewood Park Improvements	$	90,171	Aug-24
Villa Romel Park	$	213,614	Aug-24
Costa Palms Playground	$	106,983	Aug-24
Pure Vida Playground	$	127,026	Aug-24
Bridgestone MUD Park	$	1,371,682	Aug-24
Plainview City Park Playground & Yalp	$	572,604	Aug-24
San Gabriel Splash Plaza	$	559,758	Aug-24
Sheldon Ridge Park	$	495,812	Aug-24



THOMAS ONDRIAS

Design & Sales Consultant

(832) 510-2590
ThomasO@kraftsmanplay.com

YEARS EXPERIENCE

10 Years

CERTIFICATIONS

CPSI Certified Playground Safety Inspector

JOB RESPONSIBILITIES

Represents Kraftsman and our product lines in the Texas Gulf Coast Region. I am responsible for meeting with prospective and current customers, proposing potential designs and products, following through the sale of the products, and working with customers, project coordinators, and project manager to ensure the successful completion of the project.

RECENT PROJECTS

- **SURFSIDE JETTY PARK PLAYGROUND** *Surfside Beach, TX*
  Customer Name: Brazoria County Parks
  Cost: $223,000
  Project Scope: Installation of new recycled playground, border timbers, ramps, engineered wood fiber and amenities. Also included was a custom 60' x 40' x 12' hip-shade canopy.

- **BUFFALO RUN PARK PLAYGROUND** *Missouri City, TX*
  Customer Name: City of Missouri City
  Cost: $183,000
  Project Scope: Removal of existing playground and replaced with new nature-themed play structure to accent the natural feel of the park and surrounding area. The playground includes separated 2 to 5 and 5 to 12 year-old main features and includes freestanding play and amenities.

- **BILL SANDERS MEMORIAL PARK PLAYGROUND** *Seadrift, TX*
  Customer Name: Calhoun County Parks
  Cost: $129,000
  Project Scope: New installation of a recycled pirate ship themed play structure and two-bay swings Kraftsman collaborated with the county on this project and found value with the county preparing the pad prior to Kraftsman's arrival for installation..

- **PURE VIDA AMENITY CENTER PLAYGROUND** *Seadrift, TX*
  Customer Name: Holigan Investments
  Cost: $127,000
  Project Scope: Installation of a new recycled playground for children aged 2 go 12 along with multiple freestanding play items. The plans for this project were provided by the owner/architect team and Kraftsman designed and installed the new playground in the defined area.

- **COSTA PALMS AMENITY CENTER PLAYGROUND** *Rockport, TX*
  Customer Name: Holigan Investments
  Cost: $107,000
  Project Scope: Installation of a new recycled playground for children aged 2 go 12. The plans for this project were provided by the owner/architect team and Kraftsman designed and installed the new playground in the defined area, including the utility scope to ensure the play area remains dry and in optimal conditions for years to come.



KELLI JAMES

Sales Coordinator

(281) 353-9599
KelliJ@kraftsmanplay.com

YEARS EXPERIENCE

5 Years

JOB RESPONSIBILITIES

Assist sales representatives in their selling efforts by obtaining quotes from various vendors, completing worksheets, preparing sales quotes, bid proposals, and submittal packages. Process orders and manage projects of varying size and detail. Communicate with vendors, customers, sales representatives, and project managers to ensure projects run smoothly and timely. Data entry, filing, and spreadsheet management. Prepare close out documents upon completion of project.

RECENT PROJECTS

- **LOCKHART PARK RENOVATIONS & IMPROVEMENT**
  Lockhart, TX
  Owner: Chris Sager
  Cost: $395,000
  Completed: Spring 2021
  Project Scope: Design and installation of playground units and shade structures at parks in Lockhart including the following: City Park, Nueces Park, Youth Sports Complex, Lion's Park, Navarro Springgs Park, Santos Arredondo Park, LaFleur Sports Complex, and Ed Braun Park.

- **CLEBURNE BLEACHER SHADES** *Cleburne, TX*
  Owner: Aaron Dobson
  Cost: $155,000
  Completed: Spring 2020
  Project Scope: Design and installation of various size shades at the bleachers at the Cleburne Sports Complex.

- **CLEBURNE BASEBALL PLAYGROUND** *Cleburne,TX*
  Owner: Aaron Dobson
  Cost: $45,000
  Completed: Summer 2020
  Project Scope: Design and installation of a baseball themed play unit at Cleburne Sports Complex.

- **SPRING CONDO AUSTIN SHADE I & II** *Austin,TX*
  Owner: Martin Weinkove
  Cost: $60,000
  Completed: Spring 2019
  Project Scope: Design and installation of two shade structures at the condo pool.



CHARLES JACKSON

Design Staff Manager and Sales Specialist

(281) 353-9599
CharlesJ@kraftsmanplay.com

YEARS EXPERIENCE

23 Years

CERTIFICATIONS

CPT Certified Pool Technician
CPSI Certified Playground Safety Institute
NPSI National Playground Safety Institute
NPCA National Playground Contractors Association
Water Odyssey (Equipment Manufacturer)

JOB RESPONSIBILITIES

Supervises all Design staff and Construction Drawing staff. Completes proposal drawings for playgrounds, SplashParks, and recreation areas and creates proposal presentations. Implements safety guidelines within designs and new product integration.

RECENT PROJECTS

- **TIMBERGLEN SPLASHPARK** *Dallas, TX*
  Owner: City of Dallas
  Cost: $1.2 Million
  Completed: Summer 2019
  Project Scope: Supply and installation of SplashPark with filtration system, custom shades, and shelters.

- **CRESENT PARK SPLASHPARK** *Cresent, OK*
  Owner: City of Cresent
  Cost: $123,000
  Completed: Spring 2018
  Project Scope: Design and installation of SplashPark that included features which can be changed at a later date.

- **GENE HOWE NEIGHBORHOOD SPLASHPARK** *Amarillo, TX*
  Owner: City of Amarillo
  Cost: $200,000
  Completed: Spring 2018
  Project Scope: Design and installation of marsh themed SplashPark, with shade, seating, and fitness equipment.

- **ZUBE PARK SPLASHPARK** *Hockley, TX*
  Owner: Harris County Precinct 3
  Cost: $500,000
  Completed: Spring 2016
  Project Scope: Design and installation of SplashPark with shade and site amenities.



DAN JOHNSON

Project Manager

(281) 353-9599
DanJ@kraftsmanplay.com

YEARS EXPERIENCE

21 Years

CERTIFICATIONS

CPSI, Certified Playground Safety Institute

JOB RESPONSIBILITIES

Plan construction projects and coordinate scheduling with owners, all service providers, equipment installers, and material suppliers through completion. Maintain high safety standards, quality standards, and adhere to plans and customer expectations.

RECENT PROJECTS

- **LIGHTHOUSE BEACH** *Port Lavaca, TX*
  Owner: City of Port Lavaca
  Cost: $42,500
  Completed: Spring 2021
  Project Scope: Installation of a 47'x47'x47' triangular sail shade canopy over an existing splash pad, installed by Kraftsman.

- **HILTON SCHOTT PARK** *Humble, TX*
  Owner: City of Humble
  Cost: $178,000
  Completed: Summer 2020
  Project Scope: Installation of large play structure and 70'x40' shade structure covering the play equipment. The shade canopy was structurally engineered with piers. Due to the large size of the steel members, lifting equipment was used.

- **HIRSCH MEMORIAL** *Humble, TX*
  Owner: City of Humble
  Cost: $238,000
  Completed: Spring 2021
  Project Scope: Project was purchased to mimic Hilton Schott Park (see above) due to the customer's satisfaction with the first project. Included slightly different play equipment. Included two 3-bay swings with their own independent shade coverings integrated into the swing frame.

- **BRIDGESTONE PARK** *Spring,TX*
  Owner: Bridgestone HOA
  Cost: $65,000
  Completed: Fall 2015
  Project Scope: Installation of two large sail structures and three additional cantilever shade structures over existing play equipment.

- **BRIDGESTONE POOL** *Spring,TX*
  Owner: Bridgestone HOA
  Cost: $90,000
  Completed: Spring 2017
  Project Scope: Installation of a large shade canopy over existing pool. Design included 13 columns and 8 pieces of triangular fabric. Columns were moved into the area using a 130-ton crane.



DILLON SODERBERG

Project Superintendent

(281) 353-9599
DillonS@kraftsmanplay.com

YEARS EXPERIENCE

5 Years

CERTIFICATIONS

OSHA Certified
Degree in Construction Management
Texas State Technical College | Graduation 2019

JOB RESPONSIBILITIES

Oversees the designing, planning, logistics, and installation of SplashParks, Playgrounds, Shade Structures and Shelters, Site Amenities, and more. Supervises field crews and field relations with customers.

RECENT PROJECTS

JAMES DRIVER PARK RENOVATION *Houston, TX*
Owner: D.L. Meacham Construction, LP
Cost: $100,000
Completed: Winter 2023
Project Scope: Installation of a 2-12 play structure by SRP, an Ascend 9' rope climber, 2-seater retro rocket, swings of various sizes, engineered wood fiber, mats, and removal/proper disposal of existing equipment.

WOODFOREST NEIGHBORHOOD PARK *Montgomery, TX*
Owner: Johnson Development
Cost: $177,000
Completed: Spring 2022
Project Scope: Installation of a custom Magic Mountain play structure by Lappset, multiple swing bays with various types of swings, a Flora Grasshopper seesaw, spinners, various site amenities, and engineered wood fiber.

OLD FAIR PARK *Fredericksburg, TX*
Owner: Fredericksburg Rotary Club
Cost: $567,000
Completed: Winter 2021
Project Scope: Installation of a custom barn themed play unit by SRP, Orbit Spinner, Yalp Memo, Yalp Sutu Wall, 4 bay swing set, and 2 shades.

FLATONIA SPLASH PARK *Flatonia, TX*
Owner: City of Latonia
Cost: $120,000
Completed: Spring 2020
Project Scope: Installation of a 1,593 square-foot oval SplashPark with a single pass system. This project consists of 12 features.

SUMUEL PARK SPLASH PARK *Rockdale, TX*
Owner: City of Rockdale
Cost: $218,000
Completed: Fall 2019
Project Scope: Installation of a 1,500 square-foot SplashPark featuring a recirculation system and 3 shades. This project consists of 12 features.



KOREY SODERBERG

Chief Operating Officer

281-353-9599
KoreyS@kraftsmanplay.com

YEARS EXPERIENCE

28 Years

CERTIFICATIONS

AFO, Aquatic Facility Operator
CPSI, Certified Playground Safety Inspector
NPCA, National Playground Contractors Association
Water Odyssey (Equipment Manufacturer)

JOB RESPONSIBILITIES

Oversees Kraftsman operations, especially with design, construction, installation, and maintenance of playground and splash park equipment.

RECENT PROJECTS

LIZ CARPENTER SPLASHPARK/FOUNTAIN

Austin, TX
Owner: City of Austin
Cost: $1.14 Million
Completed: Spring 2011
Project Scope: Rebuild of filtration system for popular fountain.

DALLAS SPRAYGROUNDS

Dallas, TX
Owner: City of Dallas
Cost: $7.3 Million
Completed: Summer 2019
Project Scope: Construction of six SplashParks including shades, shelters, and all mechanical/filtration.

ZUBE PARK SPLASHPARK

Hockley, TX
Owner: Harris County Precinct 3
Cost: $500,000
Completed: Summer 2016
Project Scope: Design and installation of SplashPark with shade and site amenities

SPLASH FACTORY

Dallas, TX
Owner: City of Grand Prairie
Cost: $700,000
Completed: Summer 2020
Project Scope: Design and installation of SplashPark

MLK PARK SPLASHPARK

Conroe, TX
Owner: City of Conroe
Cost: $575,000
Completed: Summer 2017
Project Scope: Design and installation of SplashPark with filtered system, shade structure, and seating



KRIS SODERBERG

Vice President

281-353-9599
KrisS@kraftsmanplay.com

YEARS EXPERIENCE

32 Years

CERTIFICATIONS

AFO, Aquatic Facility Operator
CPSI, Certified Playground Safety Inspector
NPCA, National Playground Contractors Association
Water Odyssey (Equipment Manufacturer)

JOB RESPONSIBILITIES

Oversees Kraftsman operations as they pertain to sales, design, quotes, manufacturer relations, and more.

RECENT PROJECTS

- **LINCOLN PARK SPLASHPARK** *San Antonio, TX*
  Owner: City of San Antonio
  Cost: $350,000
  Completed: Spring 2018
  Project Scope: Installation of SplashPark with filtration system.

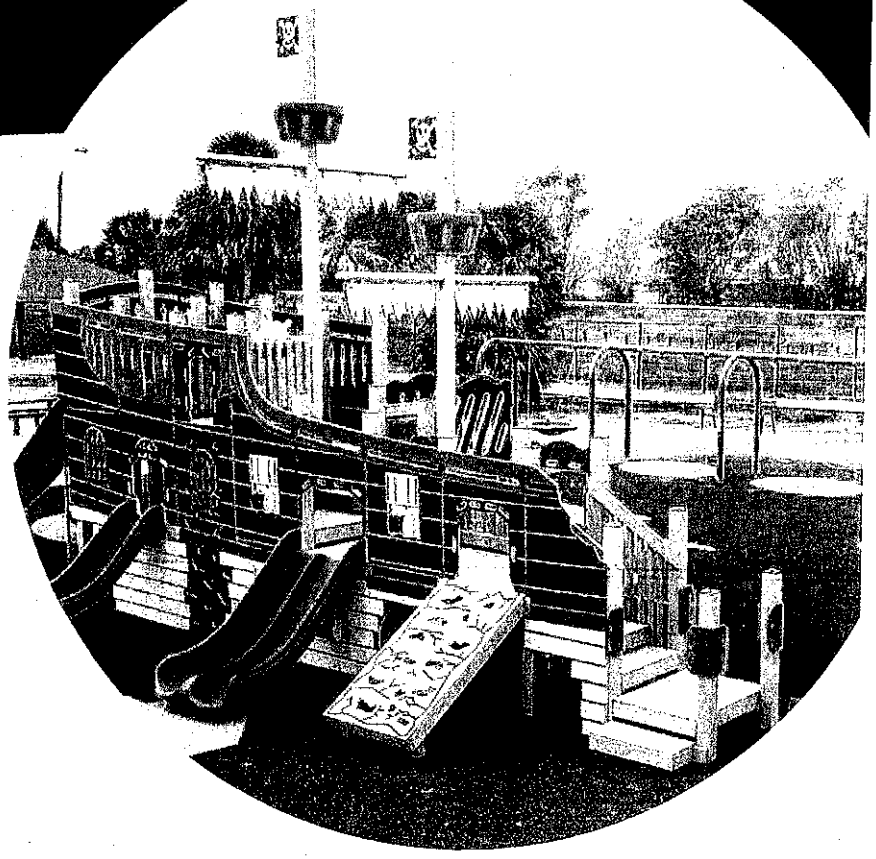
- **GENE HOWE NEIGHBORHOOD SPLASHPARK** *Amarillo, TX*
  Owner: City of Amarillo
  Cost: $200,000
  Completed: Spring 2018
  Project Scope: Installation of marsh themed SplashPark, with shade, seating, and fitness equipment.

- **FREEPORT SPLASHPARK** *Freeport, TX*
  Owner: City of Freeport
  Cost: $223,000
  Completed: Summer 2018
  Project Scope: Design and installation of SplashPark with fun features and glow domes. The city wanted a park that could be used day and night.

- **ZUBE PARK SPLASHPARK** *Hockley, TX*
  Owner: Harris County of Precinct 3
  Cost: $500,000
  Completed: Spring 2016
  Project Scope: Design and installation of SplashPark with shade and site amenities.

- **PARR PARK SPLASHPARK** *Grapevine, TX*
  Owner: City of Grapevine
  Cost: $335,000
  Completed: Spring 2012
  Project Scope: Design and installation of SplashPark with decorative deck coating, pergola, and pavilion. Designed to match design of existing adjacent playground.

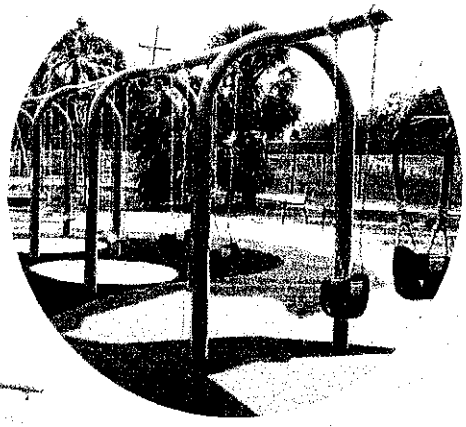
kraftsmanplay.com
800.451.4869



FUN ISLAND PLAYGROUND

Port Arthur, TX

Scope: Design and installation of large and small shipwrecked themed play structures with coastal corrosion protection featuring slides, climbers, and interactive play panels. The play area additionally features a 4-bay swingset also with the coastal corrosion protection package. The poured in place rubber surfacing is bright and colorful with a custom themed design. The seating area includes rectangular tables under a custom hip shade. Benches were also installed for additional seating.

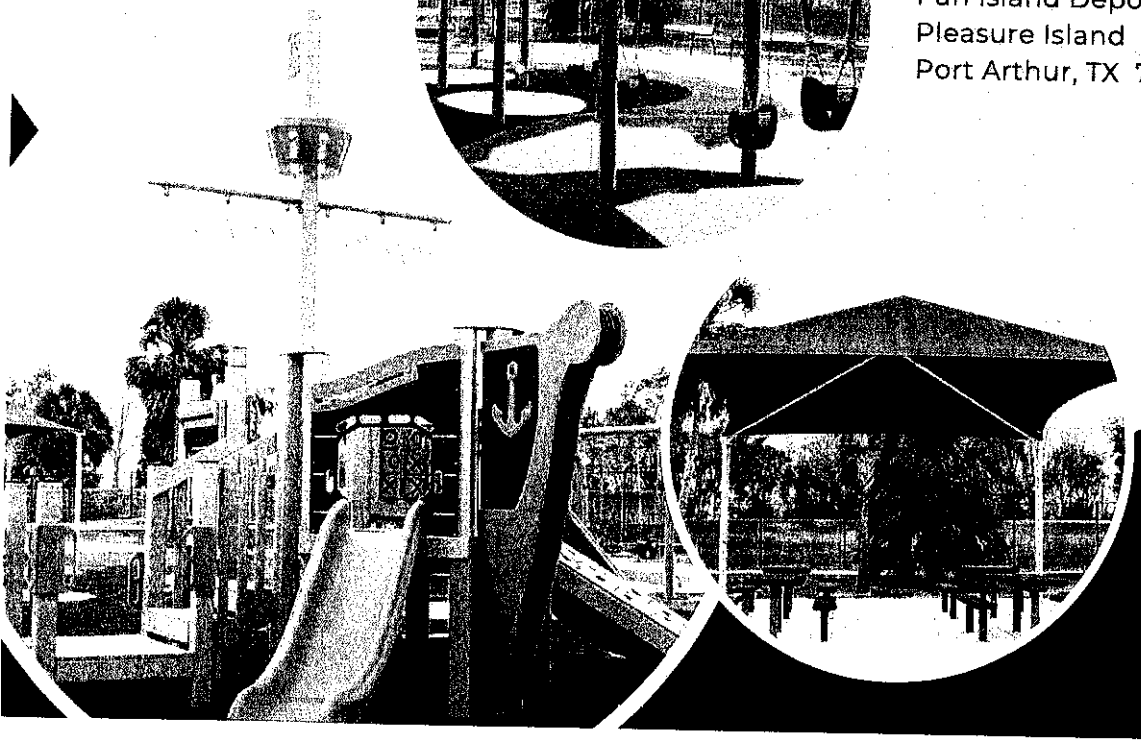


Installed: October 2023

Project Cost: $750,000

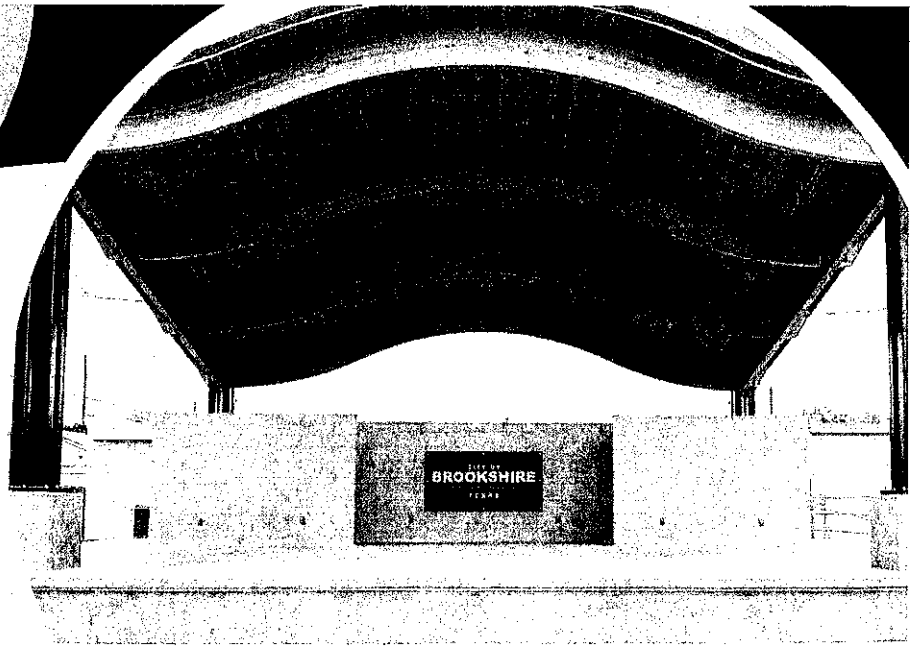
Owner: City of Port Arthur
George Davis,
george.davis@portarthurtx.gov

Address:
Fun Island Depot
Pleasure Island
Port Arthur, TX 77640



THE FUN BUILDERS
KRAFTSMAN
KRAFTSMANPLAY.COM

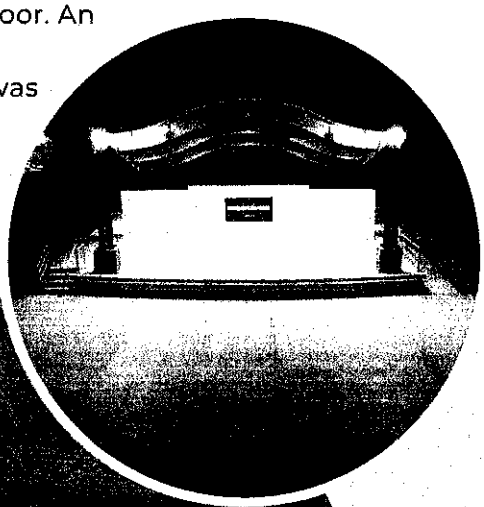
kraftsmanplay.com
800.451.4869



BROOKSHIRE AMPHITHEATER

Brookshire, TX

Scope: Design and installation of a custom 30' x 40' wave bandshell amphitheater, made of high-quality laminated wood, for hosting concerts and celebrations. The project also includes a custom concrete foundation with 6" thick concrete pad and reinforced rebar under the amphitheater itself, and the 1,774 sq. ft. dance floor. An aluminum above ground enclosure was also installed for electrical wiring.



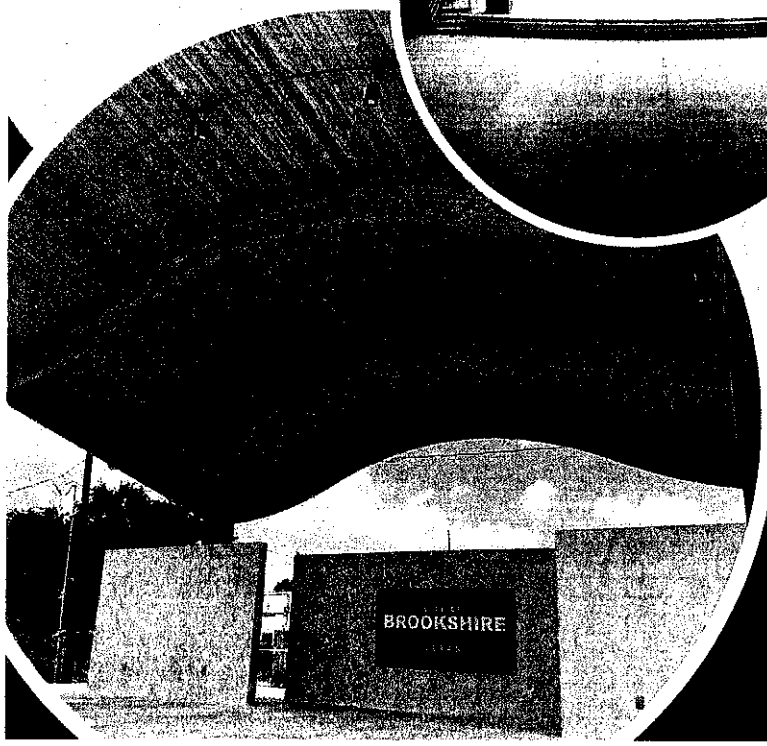
Installed: July 2023

Project Duration: 10 Months

Project Cost: $565,000

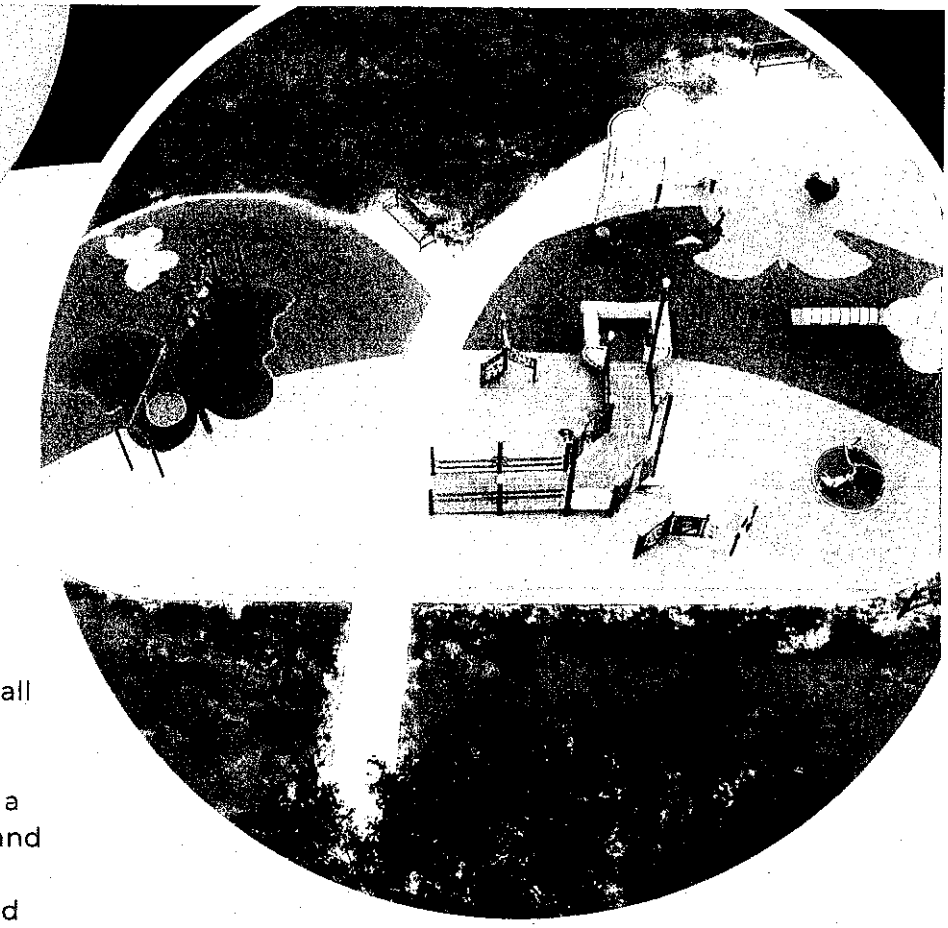
Contact: Brookshire EDC
Jeremiah Hill,
jeremiah@hillforbrookshire.com

Address:
Across from 4029 5th St.
Brookshire, TX 77423



THE FUN BUILDERS
KRAFTSMAN
KRAFTSMANPLAY.COM

kraftsmanplay.com
800.451.4869



DOORNBOS INCLUSIVE PARK

Nederland, TX

Scope: Design and installation of an inclusive playground for children of all abilities. Features include a custom steel playground with ramps and accessible rockin' glide, play panels, a roller table that stimulates sensory and physical play, inclusive merry go round, musical instruments, cozy pod spinner, inclusive swings and team swing. The custom themed poured in place rubber enables easy access to all parts of the playground and the custom flower shades and butterfly panel toppers complement the theme of the park.



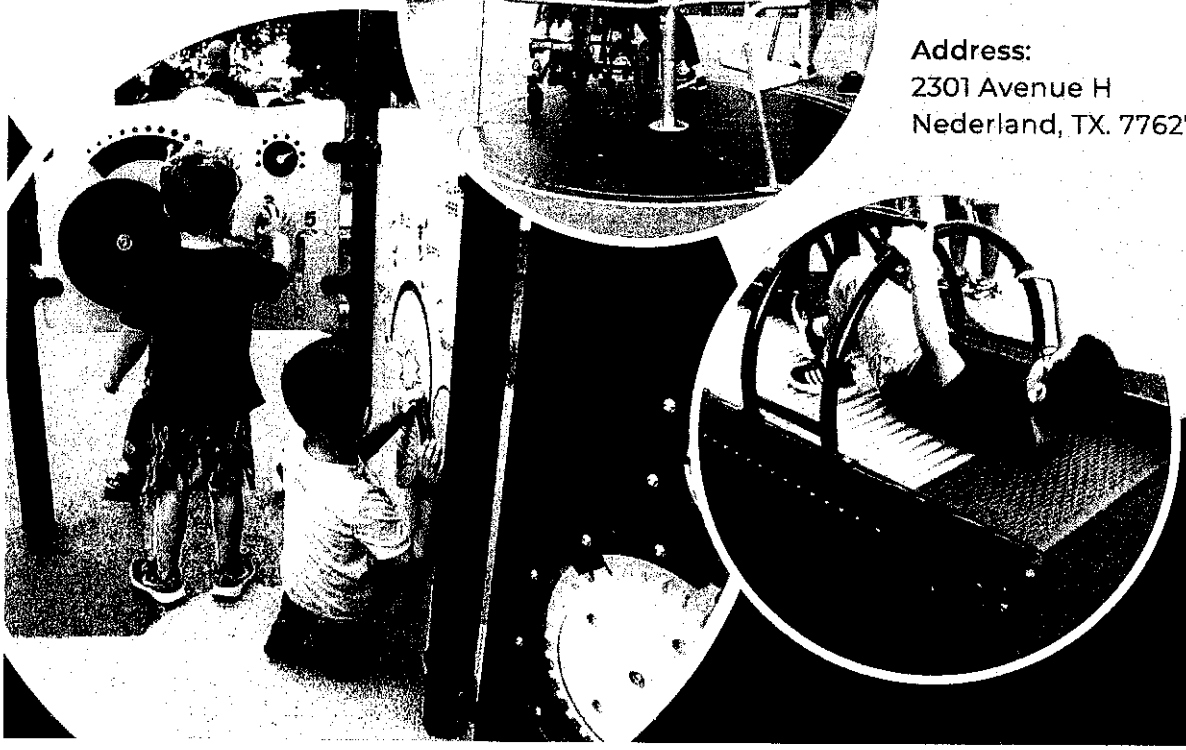
Completed: November 2023

Project Duration: 7 Months

Project Cost: $540,000

Owner: City of Nederland
Toby Latiolais,
tlatiolais@ci.nederland.tx.us

Address:
2301 Avenue H
Nederland, TX. 77627



THE FUN BUILDERS
KRAFTSMAN
KRAFTSMANPLAY.COM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Kraftsman, LP dba Kraftsman Commercial Playgrounds & Water Parks

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.**

N/A

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.**

N/A

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

6/28/2024

Date

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, Kris Soderberg (Principal's Name) of Kraftsman LP (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)

Kris Soderberg, VP
Printed Name and Title

Signature

6/27/24
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.

Kris Soderberg, VP
Printed Name and Title

Signature

6/27/24
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 offence 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 or 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 ce1iification.

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 (I) (a- d) of this certification.

Kris Soderberg, VP
Name and Title of Authorized Agent

6/27/24
Date

Signature of Authorized Agent

__ I am unable to certify to the above statements. My explanation is attached.

STATE OF TEXAS {}

COUNTY OF Harris {}

AFFIDAVIT

TKris Soderberg (Type or Print Name) being first duly sworn, deposes and says: that he or she is the VP (Type or Print Title) of Kraftsman LP (Type or Print Name of Company/Firm), having its principal address at 19535 Haude Rd, Spring, TX 77388 (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

Kris Soderberg, VP

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 28th day of June, 2024.

TONIA D. BENNETT
MY COMMISSION EXPIRES
AUGUST 16, 2027
NOTARY ID: 11653873

Notary Seal

Tonia D. Bennett

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)

Kraftsman LP dba Kraftsman Commercial
Playgrounds & Water Parks 19535 Haude Rd
Spring, TX 77388

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 ☒

Kris Soderberg, VP

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

6/28/24
DATE

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Kraftsman LP 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 Kraftsman LP, 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

Kris Soderberg
Printed Name

VP
Title

6/27/24
Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amount Local Business
surfacing installation	1	$135,000	0	0
concrete/construction	1	$120,000	1	$120,000

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)
Laborer, common	5	5	0	0
Laborer, utility	5	5	0	0
front end loader operator	1	1	0	0
Totals	11	11	0	0

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 Kraftsman, LP dba Kraftsman Commercial Playgrounds and Water Parks

Address of Business 19535 Haude Rd Spring, TX 77388

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

For business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and % ownership of each appointed officers
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ 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
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ 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
☐ List of owned equipment
☐ List of all contracts for the past two years
☐ Statement of ability to comply with public policy

Kris Soderberg
Authorized Name and Signature

6/27/24
Date

Attested By: _____

(Corporate Seal)

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:

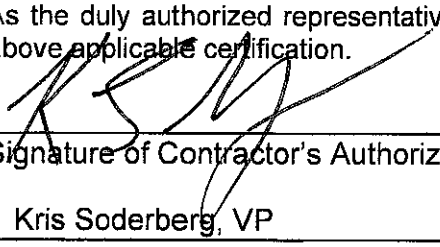
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

Kris Soderberg, VP
Printed Name and Title of Contractor's Authorized Official

6/27/24
Date

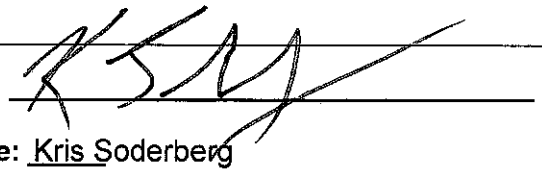
*24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Approved by OMB
4040-0013

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:	2. Status of Federal Action:	3. Report Type:
(a. contract) _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a _____ b. initial award c. post-award	a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee,
_____ Prime _____ Subawardee Tier_____, if Known: N/A **Congressional District,** *if known*:	Enter Name and Address of Prime: N/A **Congressional District,** *if known*:
6. Federal Department/Agency: N/A	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____
8. **Federal Action Number,** *if known:* N/A	9. **Award Amount**, *if known:* **$** N/A
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* N/A
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:** Kris Soderberg **Title:** VP **Telephone No.:** 281-353-9599 **Date:** 4/28/2024
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) **Kris Soderberg**, 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

Kraftsman, LP dba Kraftsman Commercial Playgrounds and Water Parks
Company Name

Signature of Authorized Official

Kris Soderberg
Printed Name of Authorized Official

VP
Title of Authorized Official

6/27/24
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 Kraftsman, LP is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

_____
Signature of Authorized Agent

Kris Soderberg, VP

Printed Name and Title of Authorized Agent

6/27/24

Date

An official website of the United States government Here's how you know

Important Reps and Certs Update **Show Details**
Mar 1, 2024

See All Alerts

Planned Maintenance Schedule **Show Details**
May 21, 2024

SAM.GOV®

Search All Words e.g. 1606N020Q02 Search Results **Saved Searches**

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All Domains

Filter By

Keyword Search

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Simple Search **Search Editor**

- ◯ Any Words
- All Words
- ◯ Exact Phrase

e.g. 1606N020Q02

"Kraftsman, lp"

Federal Organizations

Enter Code or Name

Status



⚠ **WARNING**

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.

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Kraftsman, LP as PRINCIPAL, and SureTec Insurance Company, as SURETY are held and firmly bound unto **CALHOUN COUNTY, TEXAS** hereinafter called the "Local Public Agency", in the penal sum of Five Percent 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 July 2, 2024, for **BID NO. 2024.08 – INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT – GLO CONTRACT NO. 20-065-064-C182 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 (60) 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 2nd day of July 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.

(SEAL)

Kraftsman, LP

(SEAL)

Attest:

By: Mrchn L Day

Affix Corporate Seal

SureTec Insurance Company

Attest: Kathryn Ulrich, Receptionist

By: Dennis M. Descant, Jr., Attorney-in-Fact

Affix Corporate Seal

Attest:

By: Tonia Bennett

Countersigned

By Dennis M. Descant, Jr., Attorney-in-Fact, State of Texas

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL — N/A

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.

POA# 4221073

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jeffrey L. Brady, Dennis M. Descant, Jr., Cheryl A. Sanders, Michael Inman, Timothy John Brady

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 17th day of September , 2021 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 17th day of September , 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

XENIA CHAVEZ
Notary Public, State of Texas
Notary ID# 12911765-9
My Commission Expires
SEPTEMBER 10, 2024

By: _____
Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 2nd day of July , 2024 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. 4221073
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

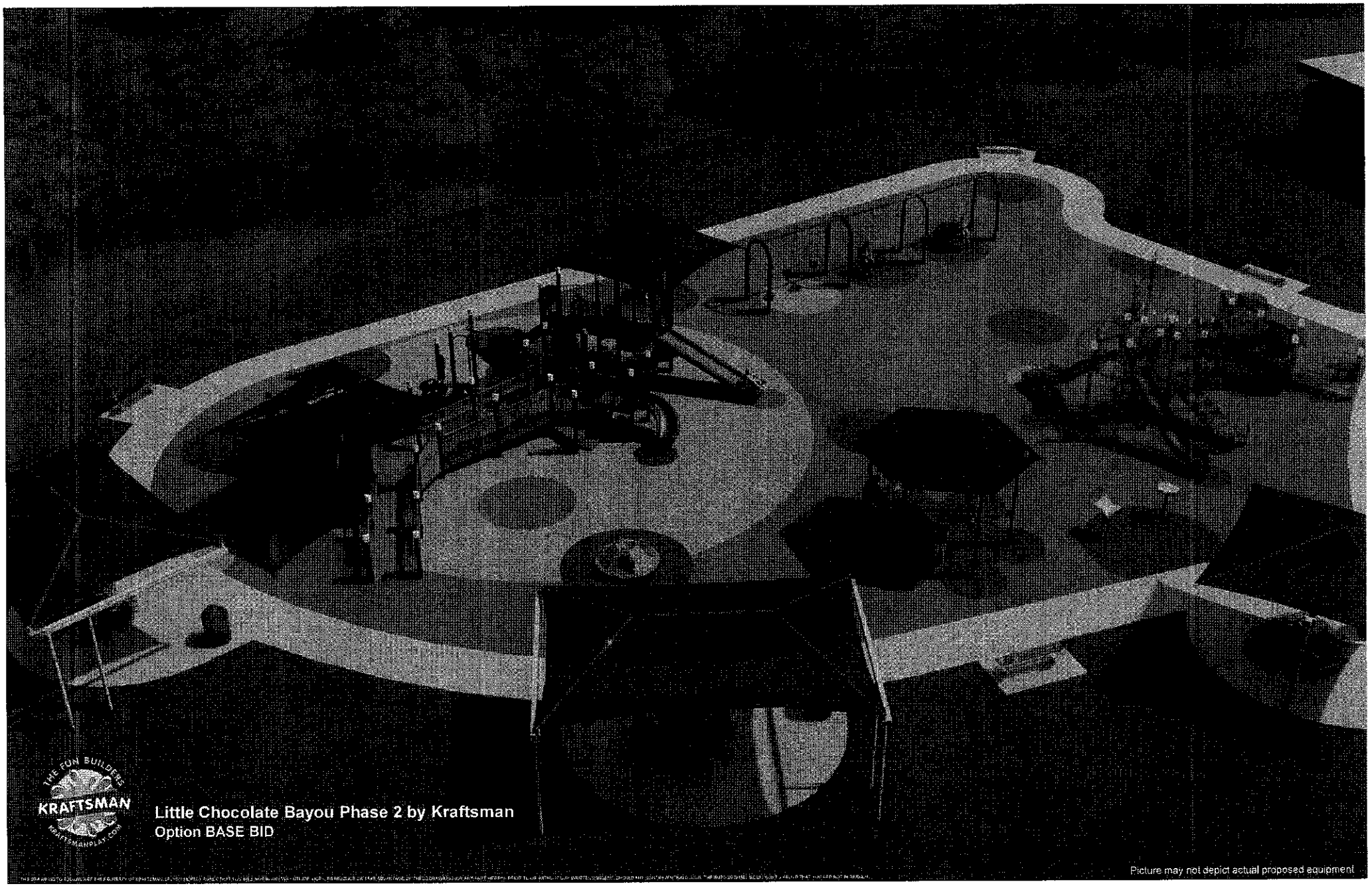
To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

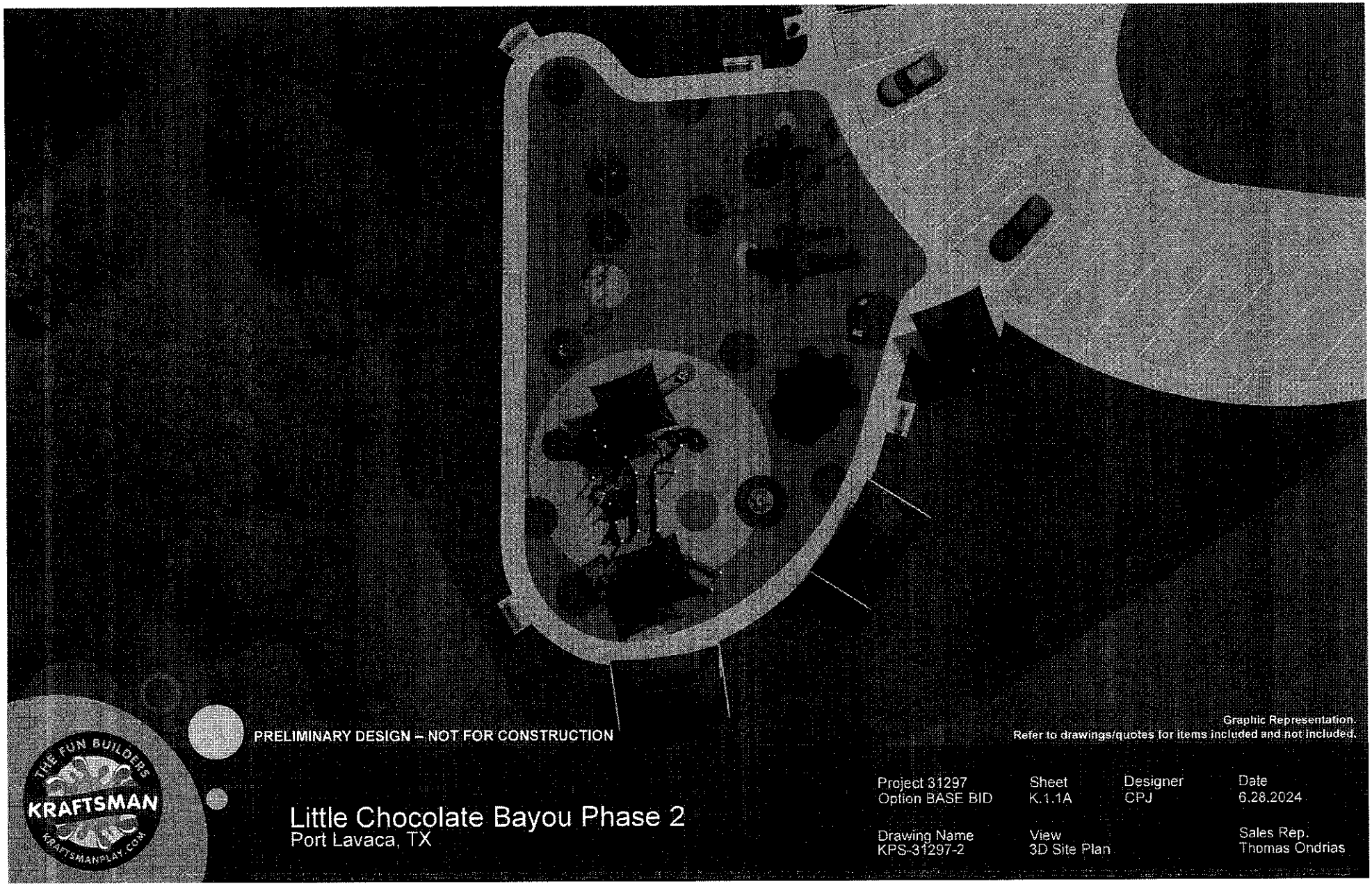
SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.


THE FUN BUILDERS
KRAFTSMAN
KRAFTSMANPLAY.COM
Little Chocolate Bayou Phase 2 by Kraftsman
Option BASE BID
Picture may not depict actual proposed equipment



PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

Graphic Representation.
Refer to drawings/quotes for items included and not included.

Little Chocolate Bayou Phase 2
Port Lavaca, TX

Project 31297 Option BASE BID	Sheet K.1.1A	Designer CPJ	Date 6.28.2024
Drawing Name KPS-31297-2	View 3D Site Plan		Sales Rep. Thomas Ondrias



PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

Little Chocolate Bayou Phase 2

Port Lavaca, TX

Project 31297 Option BASE BID	Sheet K.6.1A	Designer CPJ	Date 6.28.2024
Drawing Name KPS-31297-2	View 3D View		Sales Rep. Thomas Ondrias



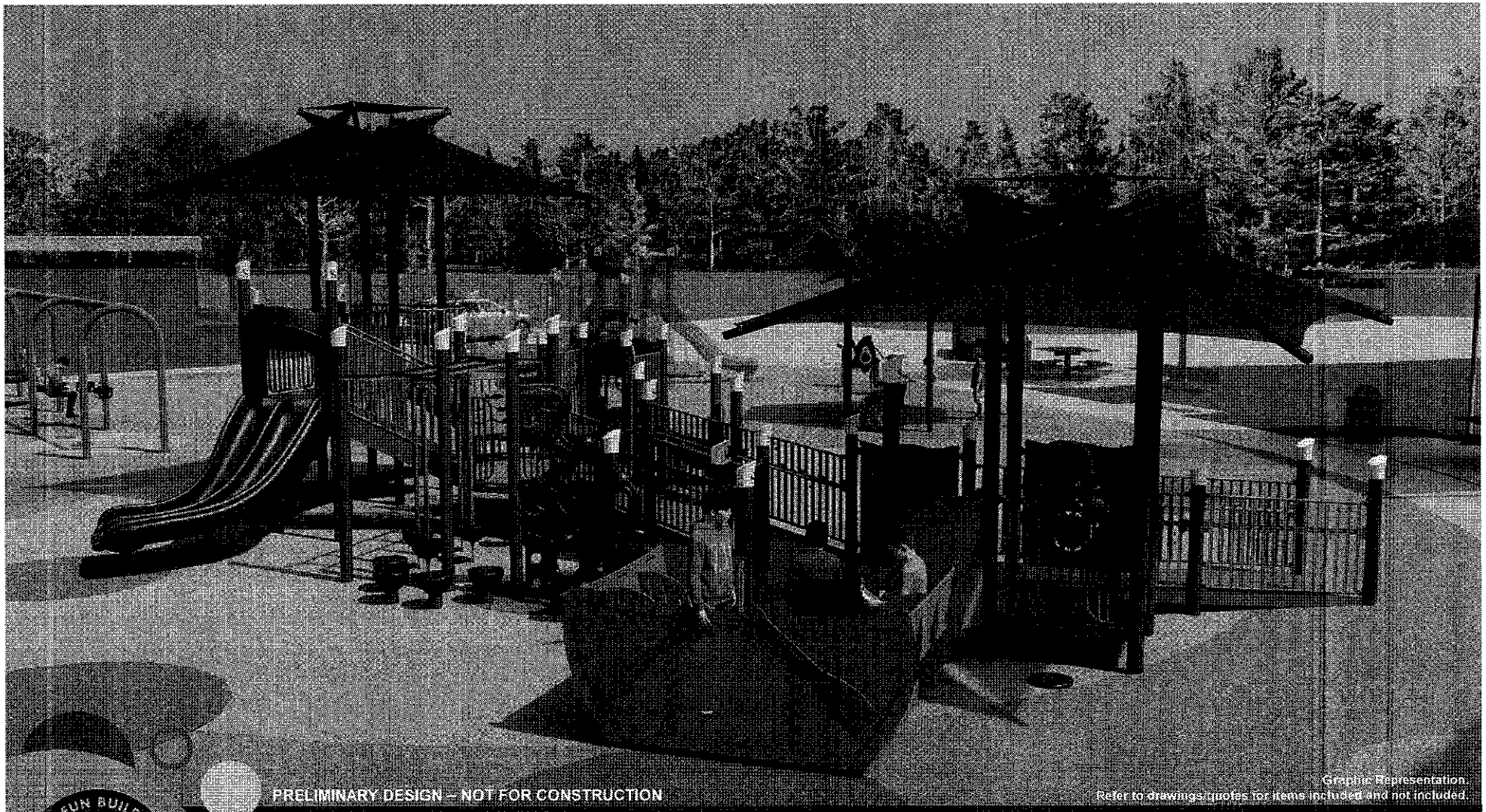
PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

Graphic Representation.
Refer to drawings/quotes for items included and not included.

Little Chocolate Bayou Phase 2

Port Lavaca, TX

Project 31297	Sheet	Designer	Date
Option BASE BID	K.6.1B	CPJ	6.28.2024
Drawing Name	View		Sales Rep.
KPS-31297-2	3D View		Thomas Ondrias



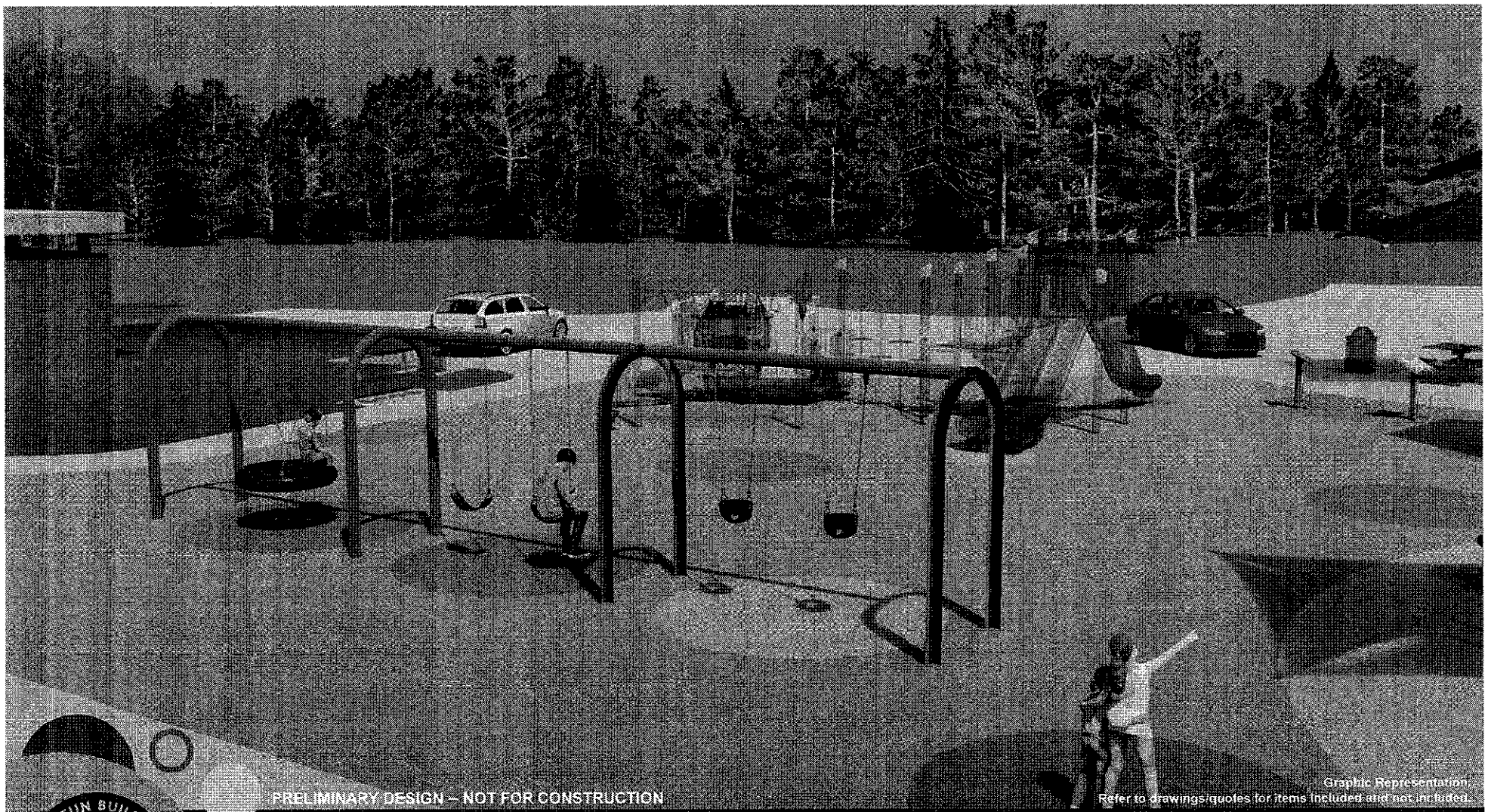
PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

Graphic Representation.
Refer to drawings/quotes for items included and not included.

Little Chocolate Bayou Phase 2

Port Lavaca, TX

Project 31297 Option BASE BID	Sheet K.6.1C	Designer CPJ	Date 6.28.2024
Drawing Name KPS-31297-2	View 3D View		Sales Rep. Thomas Ondrias



PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

Graphic Representation.
Refer to drawings/quotes for items included and not included.

Little Chocolate Bayou Phase 2

Port Lavaca, TX

Project 31297 Option BASE BID	Sheet K.6.1D	Designer CPJ	Date 6.28.2024
Drawing Name KPS-31297-2	View 3D View		Sales Rep. Thomas Ondrias



PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

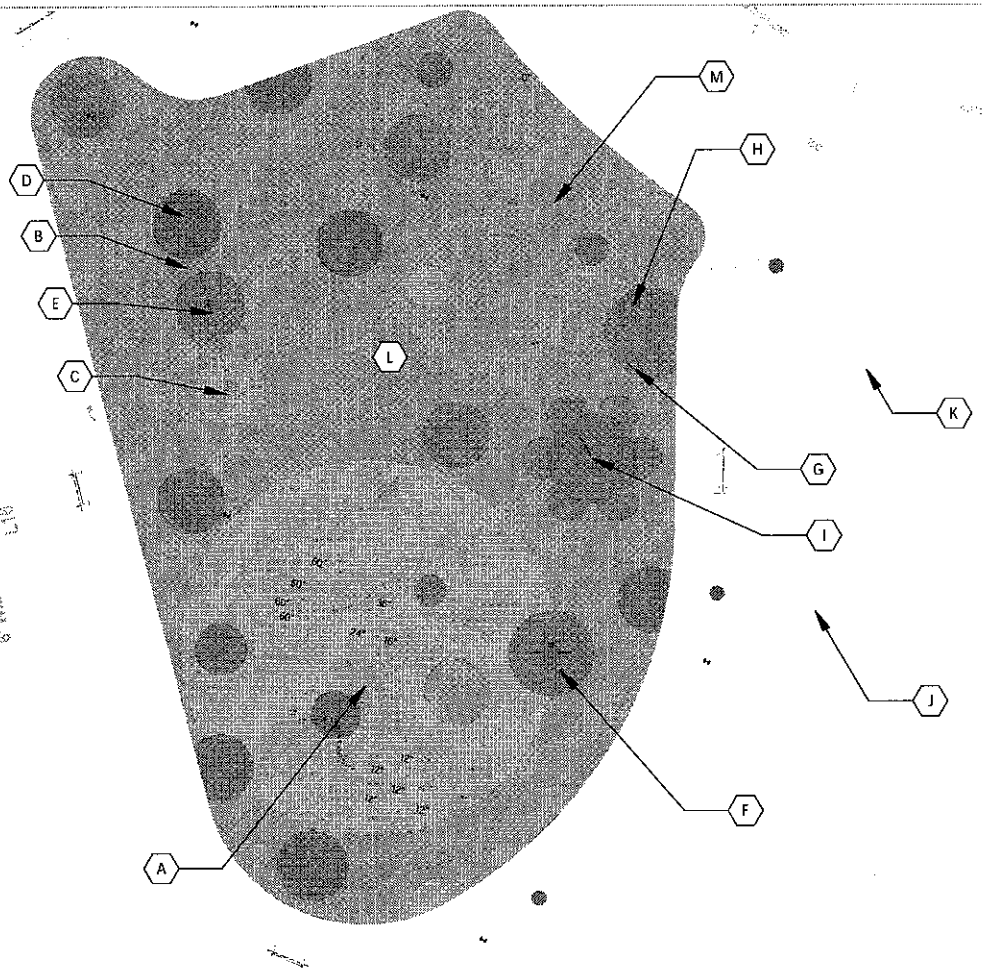
Graphic Representation.
Refer to drawings/quotes for items included and not included.

Little Chocolate Bayou Phase 2
Port Lavaca, TX

Project 31297 Option BASE BID	Sheet K.6.1E	Designer CPJ	Date 6.28.2024
Drawing Name KPS-31297-2	View 3D View		Sales Rep. Thomas Ondrias

PLAYGROUND PLAN SCHEDULE

	DESCRIPTION	QTY
A	NAME:KPS-31297 TYPE: 5" STEEL FALL HEIGHT: 7' AGE RANGE: 5-12	1
B	Arched Swing 5" 2 Bay EFR0117XX	1
C	Inclusive Team Swing PLD0022XX	1
D	Tot Seat Bay 90015130XX	1
E	Belt Seat Bay 90015108XX	1
F	Inclusive Atom Merry Go Round TFR0659XX	1
G	Rhythm - Marimba Style RHYT-IG-REC-SRP-KP	1
H	Melody, Xylophone Style MELD-IG-REC-SRP-KP	1
I	Daisy Dash - Electronic DD1508IG	1
J	Shade Cantilever 15 x 22'	2 (TYP)
K	Shade Umbrella Cantilever 16'	1
L	Poured in Place Surfacing 8' CFH - Standard 50/50	7575 SF
M	Existing Structure - To Remain	1



NORTH

0 8' 16' 32'

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Little Chocolate Bayou Phase 2

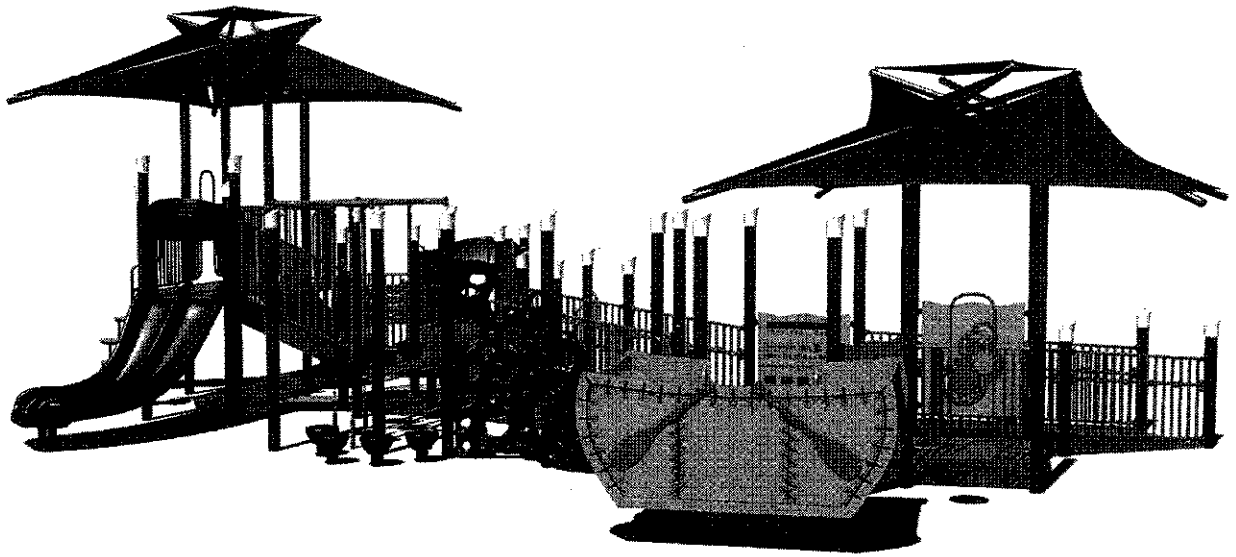
Port Lavaca, TX

Project 31297 Option BASE BID	Sheet K.2	Designer CPJ	Date 6.28.2024
Drawing Name KPS-31297-2	View Playground Plan		Sales Rep. Thomas Ondrias

Colors:

- Rubbed Bronze
- Sky Blue
- White
- Blue
- True Blue fabric





PLAYGROUND PLAN SCHEDULE

	DESCRIPTION	QTY
A	NAME:KPS-31297 TYPE: 5" STEEL FALL HEIGHT: 7' AGE RANGE: 5-12	1

PRELIMINARY DESIGN -- NOT FOR CONSTRUCTION

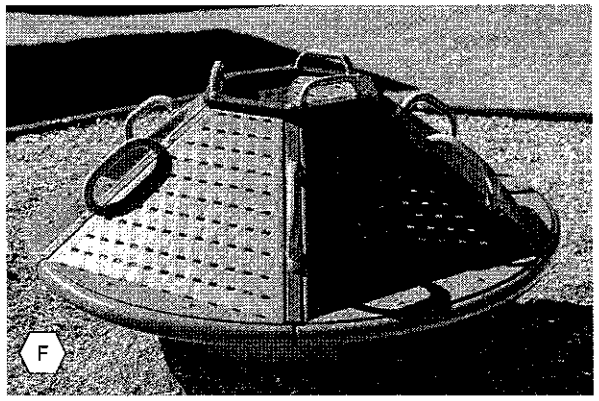
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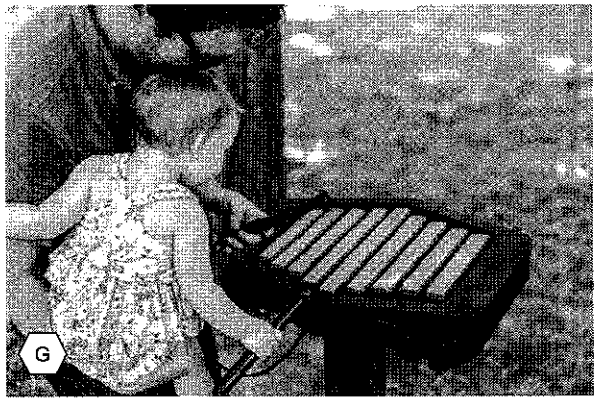
Little Chocolate Bayou Phase 2
Port Lavaca, TX

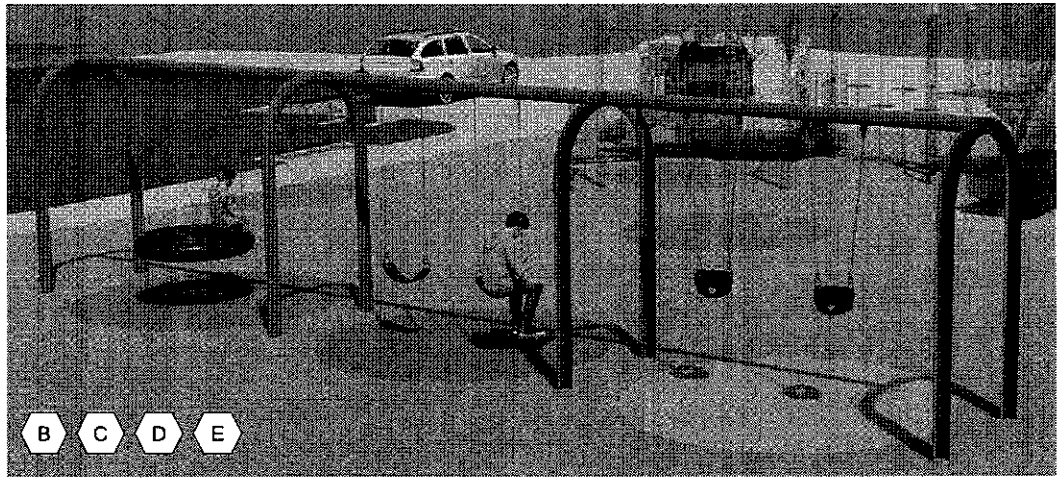
Project 31297 Option BASE BID	Sheet K.2.4A	Designer CPJ	Date 6.28.2024
Drawing Name KPS-31297-2	View Playground Details		Sales Rep. Thomas Ondrias

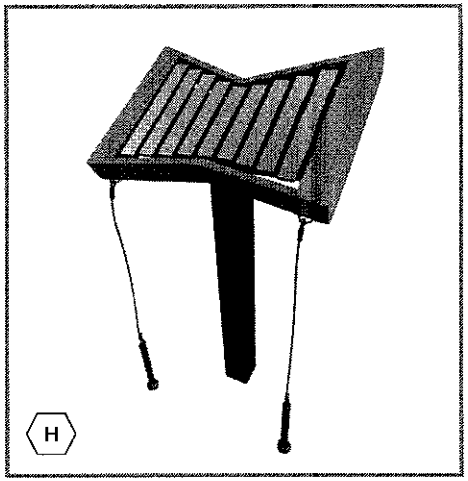
PLAYGROUND PLAN SCHEDULE

	DESCRIPTION	QTY
A	NAME:KPS-31297 TYPE: 5" STEEL FALL HEIGHT: 7' AGE RANGE: 5-12	1
B	Arched Swing 5" 2 Bay EFR01177XX	1
C	Inclusive Team Swing PLD0022XX	1
D	Tot Seat Bay 90015130XX	1
E	Belt Seat Bay 90015108XX	1
F	Inclusive Atom Merry Go Round TFR0659XX	1
G	Rhythm - Marimba Style RHYT-IG-REC-SRP-KP	1
H	Melody, Xylophone Style MELD-IG-REC-SRP-KP	1
I	Daisy Dash - Electronic DD1508IG	1
J	Shade Cantilever 15 x 22'	2 (TYP)
K	Shade Umbrella Cantilever 16'	1









PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

Graphic Representation.
Refer to drawings/quotes for items included and not included.

Little Chocolate Bayou Phase 2
Port Lavaca, TX

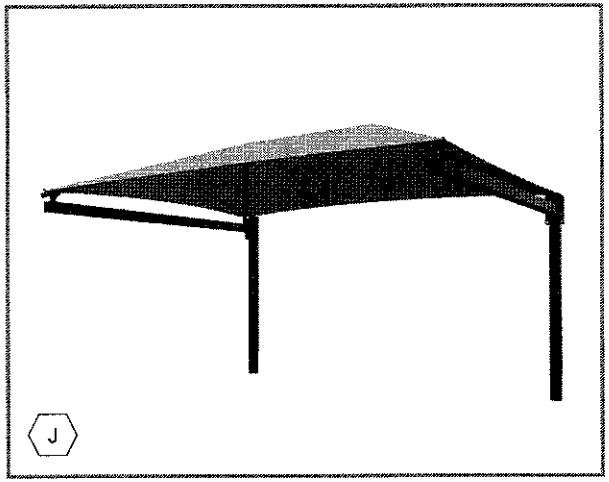
Project 31297 Option BASE BID	Sheet K.2.4B	Designer MZB	Date 6.28.2024
Drawing Name KPS-31297-2	View Playground Details		Sales Rep. Thomas Ondrias

PLAYGROUND PLAN SCHEDULE

	DESCRIPTION	QTY
A	NAME:KPS-31297 TYPE: 5" STEEL FALL HEIGHT: 7' AGE RANGE: 5-12	1
B	Arched Swing 5" 2 Bay EFR01177XX	1
C	Inclusive Team Swing PLD0022XX	1
D	Tot Seat Bay 900151130XX	1
E	Belt Seat Bay 900151108XX	1
F	Inclusive Atom Merry Go Round TFR0659XX	1
G	Rhythm - Marimba Style RHYT-IG-REC-SRP-KP	1
H	Melody, Xylophone Style MELD-IG-REC-SRP-KP	1
I	Daisy Dash - Electronic DD1508IG	1
J	Shade Cantilever 15 x 22'	2 (TYP)
K	Shade Umbrella Cantilever 16'	1







PRELIMINARY DESIGN – NOT FOR CONSTRUCTION

Graphic Representation.
Refer to drawings/quotes for items included and not included.

Little Chocolate Bayou Phase 2
Port Lavaca, TX

Project 31297 Option BASE BID	Sheet K.2.4C	Designer MZB	Date 6.28.2024
Drawing Name KPS-31297-2	View Playground Details		Sales Rep. Thomas Ondrias

The Playwell Group

BID SCHEDULE

PROJECT NAME: BID NO. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project - GLO Contract No. 20-065-064-C182

We install approximately $500k worth of projects on an annual basis, sometimes more and sometime slightly less

BASE WORK SCOPE: The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

BASE BID

Item #	ITEM DESCRIPTION	ITEM UNIT	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
1	MOBILIZATION, INSURANCE AND BONDS PER PLANS AND SPECIFICATIONS	LS	1	$15,781.48	$15,781.48
2	TEMPORARY PROJECT SIGNAGE PER PLANS AND SPECIFICATIONS	LS	1	$2,016.13	$2,016.13
3	DEMOLITION OF ENGINEERED WOOD FIBER (EWF) (APPOX. 12" THICK) AND TRANSFER TO AREAS WITHIN PARK PER PLANS AND SPECIFICATIONS.	SF	7,575	$1.70	$12,877.50
4	TYPE D, CRUSHED LIMESTONE, 8.5" THICK AFTER COMPACTED IN PLACE TO 95% COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$3.02	$22,876.50
5	GEO-GRID OR GEO-FABRIC INSTALLED ON TOP OF BASE MATERIAL COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$0.54	$4,090.50
6	RUBBER SURFACING 3.5" THICK COMPLETE IN PLACE PER PLANS AND SPECIFICATIONS	SF	7,575	$22.108	$167,467.53
7	NEW PLAYGROUND STRUCTURE(S) MEETING THE MINIMUM REQUIREMENTS AS SET FORTH IN THE PLANS AND SPECIFICATIONS AND WITHIN THE AREAS LISTED. THIS INCLUDES A SUPER STRUCTURE, SWING SET, MERRY-GO-ROUND, STEM PLAY, ELECTRONIC GAME AND MUSIC PLAY. CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED.	LS	1	$187,192.41	$187,192.41
8	TWO-POST HIP SHADE STRUCTURE (15' X 22' X 10') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	2	$17,526.78	$35,053.56
9	SINGLE-POST SQ SHADE STRUCTURE (16') CORRISION RESISTANT PACKAGE REQUIRED AND WIND RESISTANT PACKAGE REQUIRED. INCLUDES CUTTING EXISTING CONCRETE AS REQUIRED FOR FOUNDATION INSTALLATION.	EA	1	$14,763.13	$14,763.13
				TOTAL BASE BID	$462,214.79

*Submission of a bid tab with "Clarifications" or "Exclusions" and/or any other stipulations will not be accepted. It shall be the bidder's responsibility to provide a complete bid and ask any questions necessary to clarify any bid items or relevant concerns within the questions period.

**The award will be based on the BASE BID and the Owner reserves the right to determine the most advantageous and best bid for the project.

***The Calhoun County Commissioners Court shall be the sole judge in determining which bid will be the most advantageous to Calhoun County.

SPECIFICATION NOTES

The project shall consist of demolition of existing EWF surface, reconstructing a new playground base material to receive geo-fabric and rubber surfacing, installation of three new shade structures, and a new playground equipment as more described in the contract documents and bid package.

The BIDDER, in compliance with the invitation for bids for **Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 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** 119 **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. acknowledged
2. acknowledged

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
Construction	Recreation Install

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: The Playwell Group

Address: 203A TX-46 E, Borene, TX 78006

Phone: 800-726-1816

EIN or Tax ID No.: 75-2658108

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: 7.1.2024

Bidder (Legal Name of Firm): The PlayWell Group

Date Organized: _____

Name of Owner(s): _____

Address: 203A TX-46 E, Borene, TX 78006

_____

Date Incorporated _____

Federal ID Number: 75-2658108

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
Various Projects estimated at $8 million dollars		

Type of work performed by your company: Supply and Installation of Playground and Shade

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

We install approximately $30M worth of projects on an annual basis, sometimes more and sometime slightly less

Major equipment available for **this** contract: PlayCraft Systems and Modern Shade

Are you in compliance with all applicable EEO requirements? [x] Yes [ ] No

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

(Optional) Minority Business Reporting Information:

Owner's Race: Caucasian

Owner's Ethnicity: White

Owner's Gender: Male

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: Provided if needed Contact Name: _____

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

Credit available: $ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? [ ] Yes [x] 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 2 day of July, 2024.

Signature

Nate Parker Sales Consultant

Printed Name and Title

The Playwell Group

Company Name

Notary Statement:

Nate Parker. being duly sworn, says that he/she is the Consultant Position/Title Sales of The playwell Group (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 2 day of July, 2024.

Notary Public

Signature

Rhonda Armijo

Printed Name

BELINDA ARMIJO
Notary Public, State of Texas
Comm. Expires 01-21-2028
Notary ID 132321691

My Commission Expires: 01.21.2028,

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 The Playwell Group _____(Company Name)__Various Projects estimated at $12 million dollars_____(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 offence 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 or 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 ce1iification.

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 (I) (a- d) of this certification.

_____ $207 _____

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 l(c), Executive depal tments 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 repo1i 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 repo1i 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 ce1iification 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 ce1tification 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 principate 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 ce1iifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF Calhoun {}

Nate Parker
(Type or Print Name) being first duly sworn, deposes and says: that he or she is the Sales Consultant (Type or Print Title) of The Playwell Group (Type or Print Name of Company/Firm), having its principal address at 203A TX-46 E, Borene, TX 78006 (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.

The Playwell Group 203A TX-46 E, Borene, TX 78006

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

The PlaywellGroup 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 The Playwell Group	Estimated $ Amount Local Business
Various Projects estimated	at $12 million dollars			

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				

x

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 The Playwell Group

Address of Business 203A TX-46 E, Borene, TX 78006

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

For business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and % ownership of each appointed officers
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ 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
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ 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
☐ List of owned equipment
☐ List of all contracts for the past two years
☐ Statement of ability to comply with public policy

Authorized Name and Signature

Date

Attested By: _____ (Corporate Seal)

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

Approved by OMB
4040-0013

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 a b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. **Status of Federal Action:** a. bid/offer/application a b. initial award c. post-award	3. **Report Type:** a. initial filing a 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

The Playwell Group
_____
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 The Playwell Group 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 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. 2024.08 – INFRASTRUCTURE AT LITTLE CHOCOLATE BAYOU COUNTY PARK PLAYGROUND IMPROVEMENTS PHASE 2 PROJECT – GLO CONTRACT NO. 20-065-064-C182 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 (60) 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: By: _____

Countersigned

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 1st day of July, 2024, by and between The Playwell Group (*a corporation organized and existing under the laws of the State of* Texas) (*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. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 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 1 and 2, dated June 13th 2024 and June 25th 2024, 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 Four Hundred and Sixty-two Thousand, two hundred ~~and fourteen dollars and seventy-nine cents~~ ($462,214.79).

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

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

ARTICLE 4. Performance. Work, in accordance with the Contract dated July 1, 2024, 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 119 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 Playwell Group
(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 119 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 REQUIRMENTS

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. §§16811683, 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 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

Must file online at www.ethics.state.tx.us/File

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINCE

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

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, Shackleford, 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.

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

§3.1 Purpose and scope.
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§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
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§3.7 Applications for the approval of the Secretary of Labor.
§3.8 Action by the Secretary of Labor upon applications.
§3.9 Prohibited payroll deductions.
§3.10 Methods of payment of wages.
§3.11 Regulations part of contract.

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) The Playwell Group	DATE 7/1/2024
	PROJECT NUMBER (if any) Texas General Land Office Contract o. 20-065-064-C182
C/O	PROJECT NAME Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2

1. The undersigned, having executed a contract with Calhoun County 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:

   The Playwell Group

   203A TX-46 E, Borene, TX 78006

   (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

_____

(Contractor)

Date _____

By _____

[INSERT Project Specific Wage 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. 2024.08 – Infrastructure at Little Chocolate Bayou
County Park Playground Improvement Phase 2 Project - GLO
Contract No. 20-085-064-C182

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

Must file online at www.ethics.state.tx.us/File

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINCE

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The The Playwell Group 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 %
Playwell Group James Robertson	100%

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

The Playwell Group
Printed/Type Firm Name

James Robertson
Printed/Typed Name and Title

7/1/2024
Date

DOCUMENT NO. 00417

TRENCH SAFETY SYSTEMS INDEMNITY AGREEMENT

OWNER: **Calhoun County**

CONTRACTOR: The Playwell Group
(company name)

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

PROJECT: **Bid No. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 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 1 day of July, 20 24.

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: Scott P. Mason, P.E.
Title of Engineer: Project Engineer

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

The Playwell Group

(Name of Contractor or Company)

203A TX-46 E, Borene, TX 78006

(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. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 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)

_____ By _____ (s)

(Principal Secretary)

(SEAL)

_____

(Witness as to Principal) (Address)

_____ _____

(Address)

ATTEST: _____

(Surety)

_____ By _____

(Witness as to Surety (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. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 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)

_____ By _____(s)

(Principal Secretary)

(SEAL)

_____ _____

(Witness as to Principal) (Address)

_____ _____

(Address)

_____

ATTEST: _____

(Surety)

_____ By _____

(Witness as to Surety) (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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2024

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

PRODUCER
Cooper Risk Advisors, LLC
PO Box 638
904 N Main Street
Lapel IN 46051

CONTACT NAME: Bill Hodgkins
PHONE (A/C, No, Ext): 765-534-3152 **FAX (A/C, No):** 888-262-9217
E-MAIL ADDRESS: billh@cooperindiana.com

INSURED PLAYGRO-01
The Playwell Group, Inc. & Playworks, Inc.
203A Highway 46 E
Boerne TX 78006

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance	19682
INSURER B : Tokio Marine Insurance Company	18058
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1438817256 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			PPK2651454	2/1/2024	2/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Primary/non-cont						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			34 UEC AA8084	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			PUB899192	2/1/2024	2/1/2025	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			34 WEC AX5J19	2/1/2024	2/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

G & W Engineers, INC.
205 W. Live Oak
Port Lavaca, TX 77979

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Texas 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).

[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.

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(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 employess 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

Attested By:

Text

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 projected 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 (pg7-8)
- ✓ 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/dirs/wdas/directory-offices-services.html?mid=0.07262226541895678

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 compliant 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 Section3;
4. Statement of corrective actions sought

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

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 statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(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 GLO. [*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. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 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:** 20-065-064-C182

Contractor: The Playwell Group **Date:** 7/1/2024

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. 2024.08 – Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 Project – GLO Contract No. 20-065-064-C182 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.

- - - -

PlayCore Bond Request Form

Bond Owner: Playcraft Systems, LLC

Consultant Presenting Proposal

Consultant Name	Rebekah Flint	**Contact Email**	rebekah@playwellgroup.com
Address	203A State Highway 46E Boerne, TX 78006	**Contact Telephone**	800-726-1816

Obligee / Owner

Company Name	CALHOUN COUNTY		
City	PORT LAVACA	**State**	TX
Zip	77979	**Street Address**	211 SOUTH ANN STREET 3RD FLOOR STE 301
Company Contact Name	RICHARD MEYER	**Company Contact Telephone**	3615524509
Company Contact Email	RICHARD.MEYER@CALHOUNCOUTX.ORG		

Project Information

Project Name	LITTLE CHOCOLATE BAYOU COUNTY PARK	**Project Number**	20-065-064-C182
Project Description	Playground Equipment, Surfacing, and Installation	**Type of Contracts**	Furnish and Install

Bid Bond

Estimated Bid	$424959.00	**Bid Date**	2024-07-02
Estimated Completion Date	2025-02-05	**Bid Bond Percentage**	5%

Job Cost Breakdown

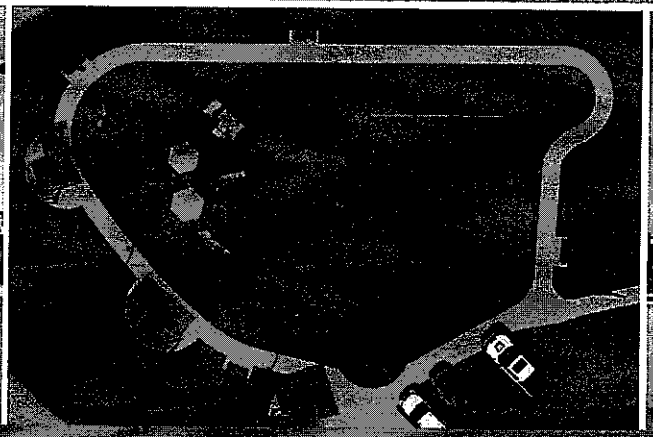
Contract Materials	$316708.16	**Labor**	$108251.28
Total	$424959		

Other Information

Approximate State Date	2024-12-05	**Completion Date**	2025-02-05
Liquidated Damages	$0	**Will Performance / Payment Bonds be Required**	yes
Duration of Warranty	1 years	**Payment Terms / Schedule**	NET30
Retention Amount	$42495.94		







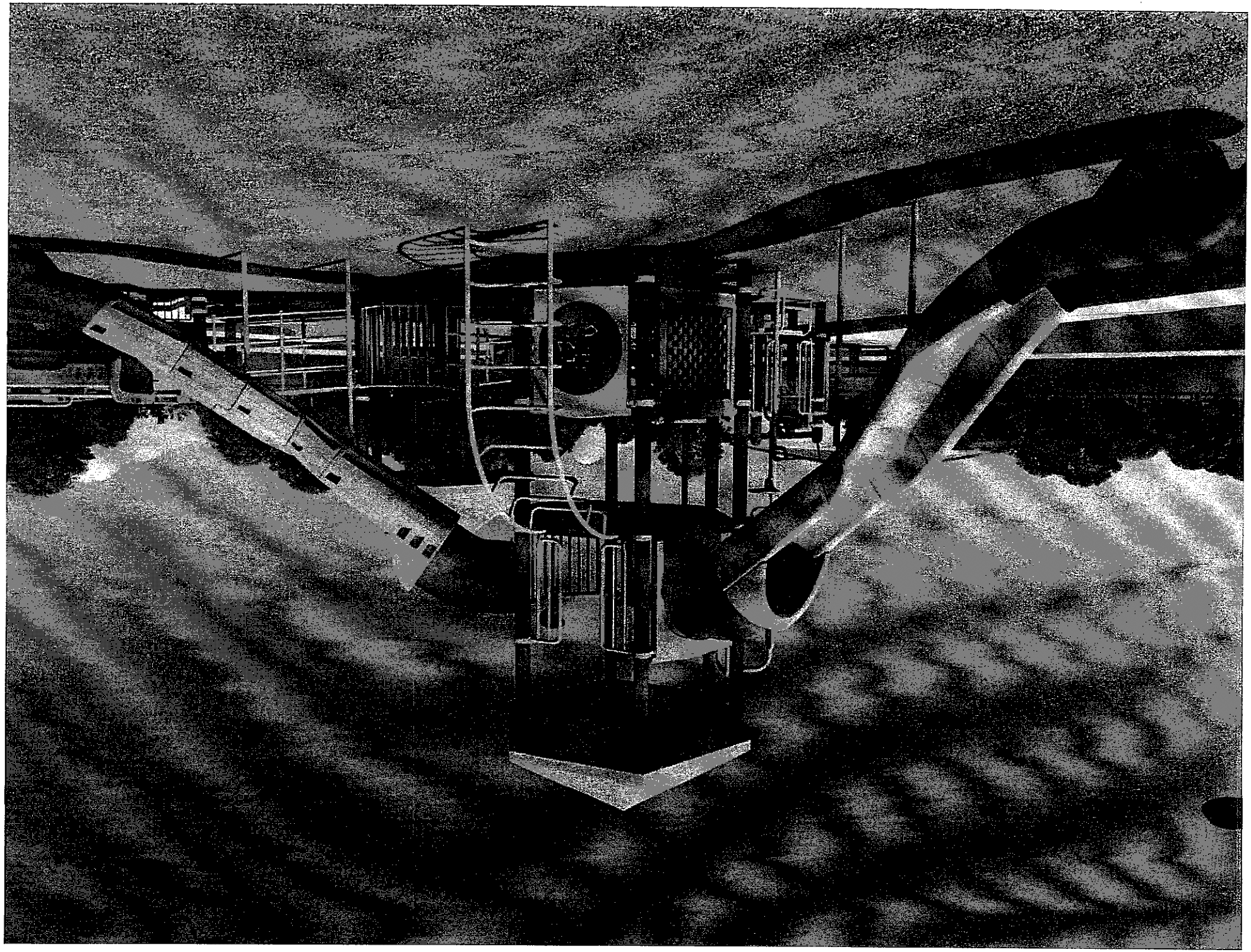


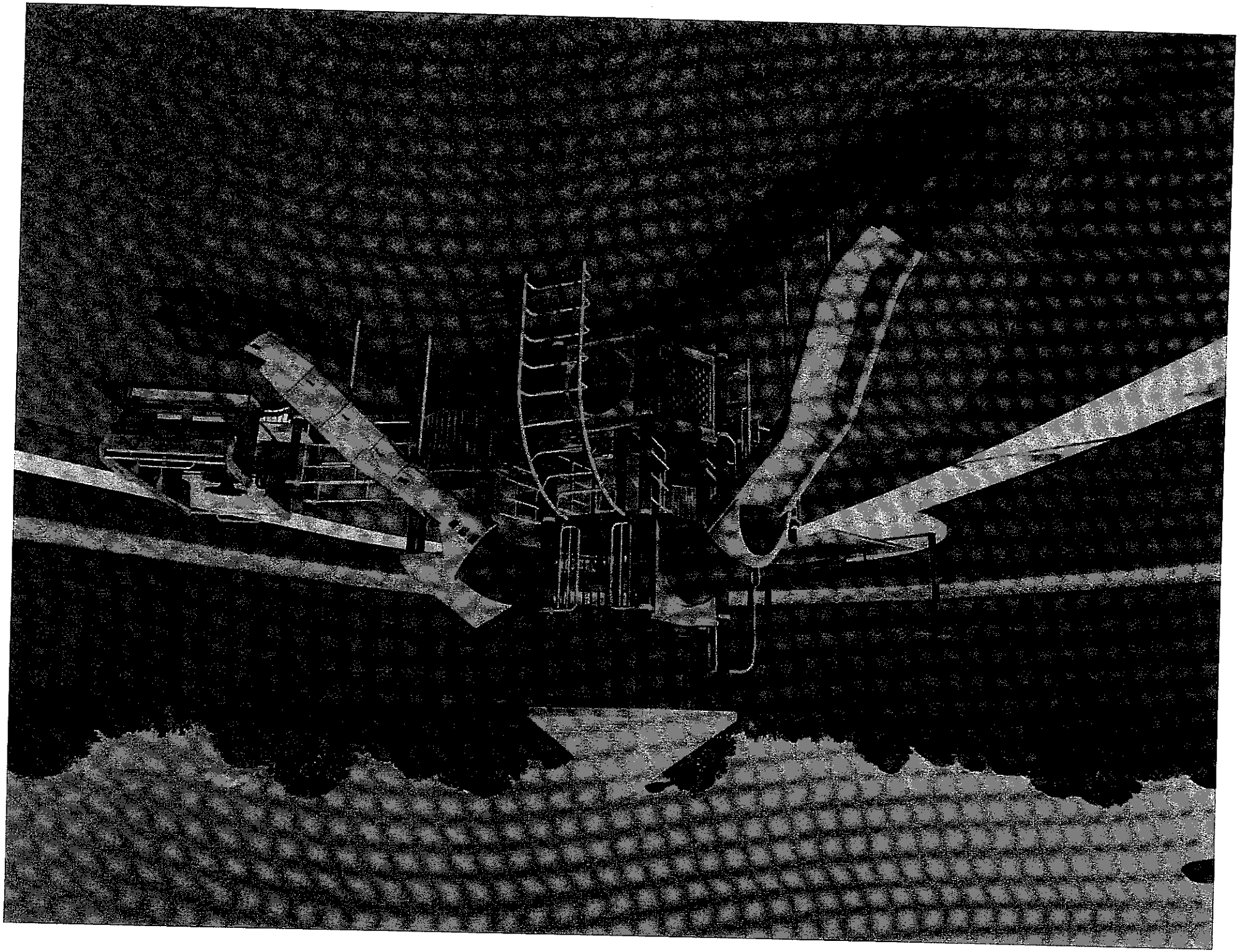
PlayWell

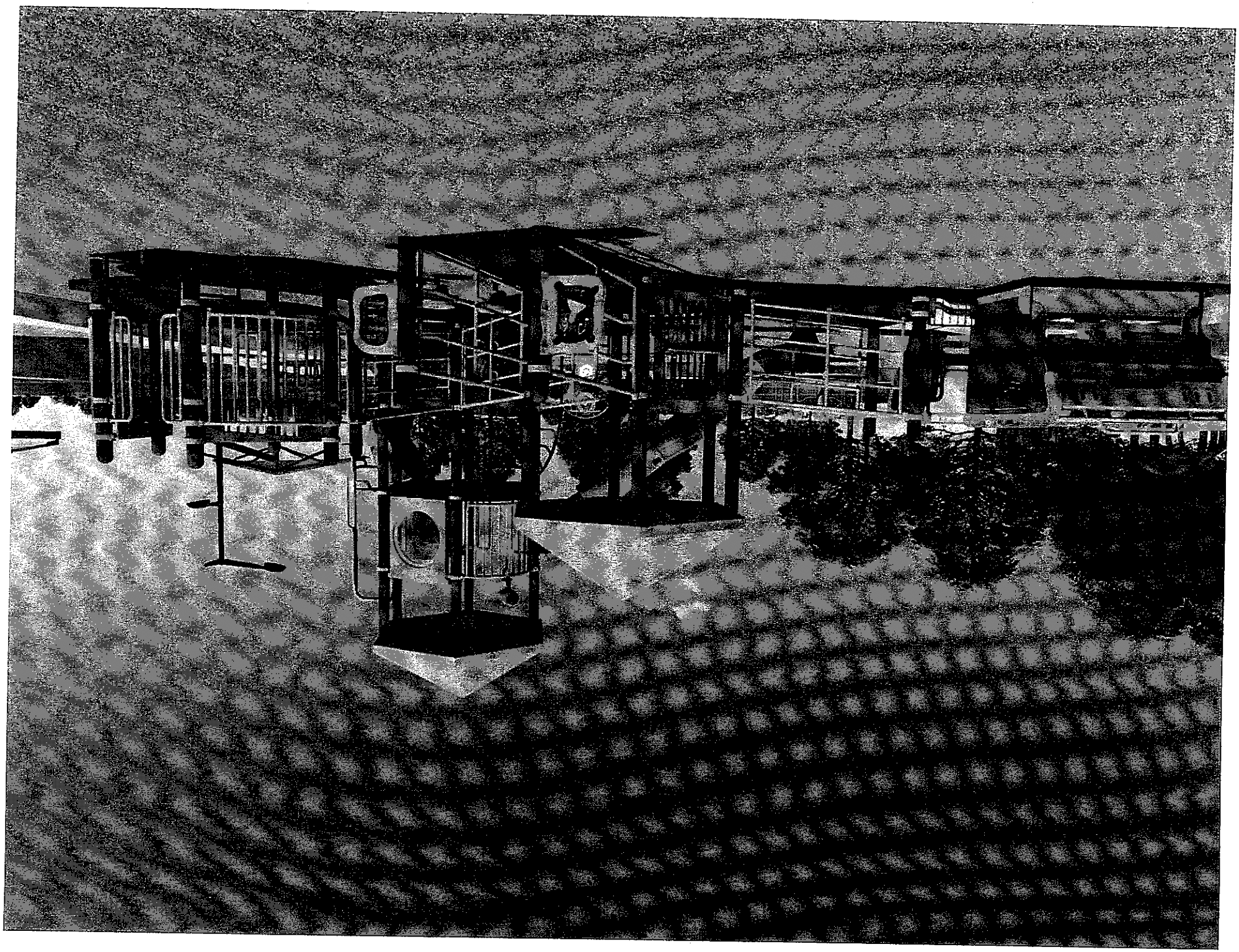
Little Chocolate Bayou Park

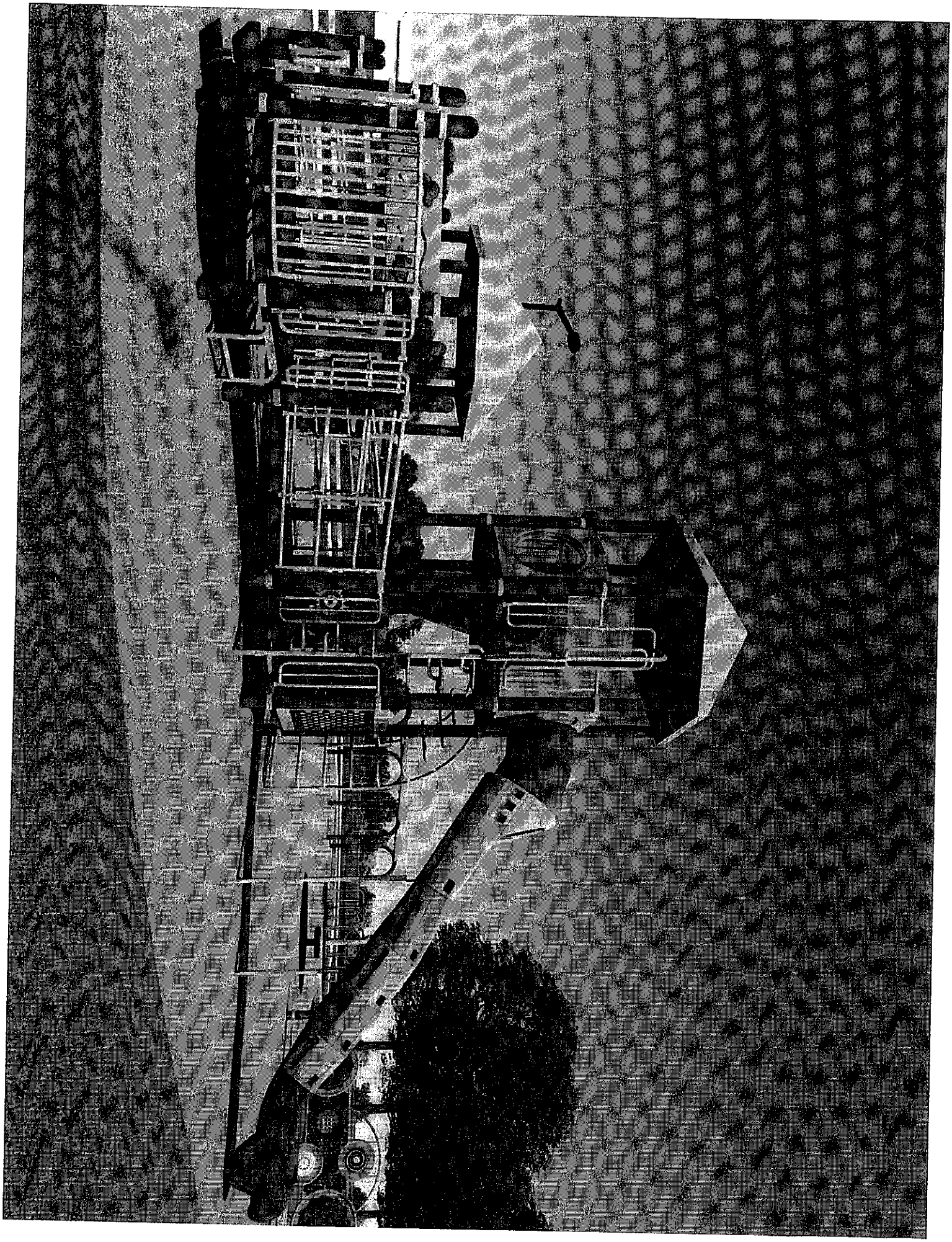
PLAYCRAFT SYSTEMS

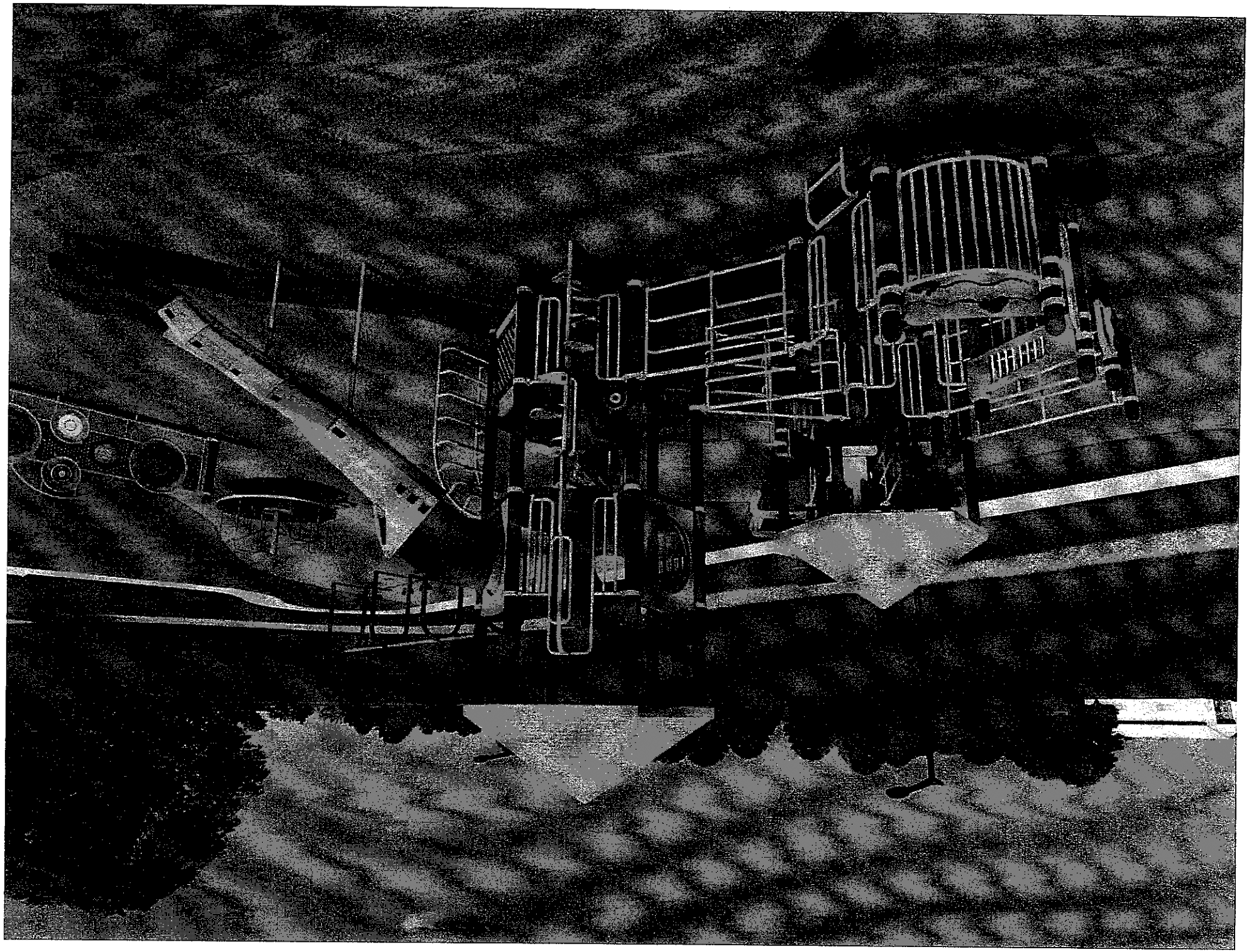
A PLAYCORE Company

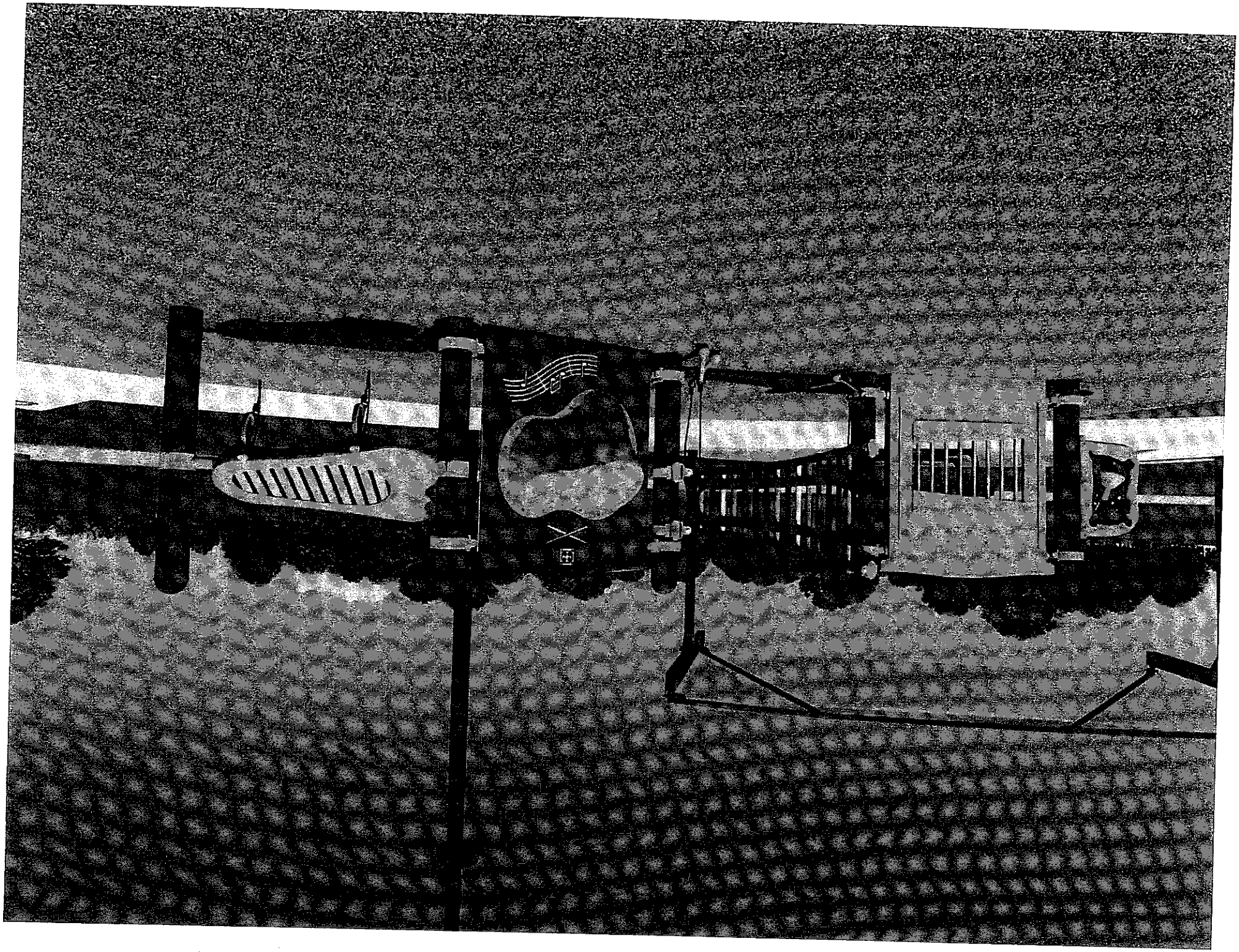












08

8. Consider and take necessary action on insurance proceeds check from TAC in the amount of $9,545.75 ($14,545.75 – $5,000.00 deductible) for damages from Jail water leak on 04/29/24. (RHM)

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

Debbie Vickery

From: Erica.Perez@calhouncotx.org (Erica Perez) <Erica.Perez@calhouncotx.org>
Sent: Tuesday, August 13, 2024 8:20 AM
To: 'To:'; 'Richard H. Meyer'; 'David Hall'; 'vern lyssy'; joel.behrens@calhouncotx.org; 'Gary Reese'
Cc: everett wood; Rachel Martinez
Subject: Agenda Item - Insurance Proceeds - Jail
Attachments: TAC Insurance Proceeds-Jail-04292024.pdf

Debbie,

Please add the following to the next available Commissioners Court agenda.

- Consider and take necessary action on insurance proceeds check from TAC in the amount of $9,545.75 ($14,545.75 – $5,000.00 deductible) for damages from Jail water leak on 04/29/24.

Thank you.

Best regards,
Erica Perez
First Assistant Auditor
Calhoun County
202 S. Ann, Suite B
Port Lavaca, TX 77979
Phone: 361. 553.4612
Fax: 361.553.4614

Calhoun County Texas

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS

CHECK DATE	CHECK NO.
8/8/2024	76010

76010

VENDOR ID	VENDOR NAME	ACCOUNT NUMBER
	Calhoun County	

DATE	INVOICE NO.	DESCRIPTION	AMOUNT
8/8/2024	PR20240586-1	Structure Payment for water leak at Adult Detention Center	$14545.75
8/8/2024	PR20240586-1	Deductible	$-5000.00

DOCUMENT CHEMICAL REACTIVE PROPERTIES AND FEATURES AS FOLLOWS: PAY

76010

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS
1210 SAN ANTONIO STREET
AUSTIN, TX 78701
(512) 478-8753

FROST BANK
30-9/1140

DATE	AMOUNT
8/8/2024	$ 9,545.75

PAY NINE THOUSAND FIVE HUNDRED FORTY-FIVE AND 75 / 100 DOLLARS

TO THE ORDER OF:
Calhoun County
211 S Ann St
Port Lavaca, TX 779794203

VOID AFTER 180 DAYS

Susan M Rolfe
Julie Rog

[redacted]

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS

76010

Calhoun County
211 S Ann St Ste B
Port Lavaca, TX 779794203

09

9. Consider and take necessary action to approve Calhoun County Fair Association to sell alcohol at the 2024 Calhoun County Fair. (RHM)

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

David E. Hall

Calhoun County Commissioner, Precinct #1

202 S. Ann
Port Lavaca, TX 77979

(361)552-9242
Fax (361)553-8734

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 August 21st, 2024.

- Consider and take necessary action to approve Calhoun County Fair Association to sell alcohol at the 2024 Calhoun County Fair. See map for locations

Sincerely,

David E. Hall

DEH/apt

Henry Barber Way
Beer Garden
BG2
Calhou
Extensi
Beer Garden
BG1
Stage

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Calhoun County Commissioners' Court will hold a public hearing in the Commissioners' Courtroom, 211 S. Ann Street, Suite 104, in Port Lavaca, Texas, at 10:00 a.m. on September 4, 2024 regarding the 2024 Calhoun County Proposed Tax Rate.

This notice is in accordance with Section 111.007 and Section 111.0075 of the Texas Local Government Code.

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

Richard Meyer, County Judge
Calhoun County, Texas

RICHARD H. MEYER *Calhoun County Judge*

211 S. Ann Street, Suite 301 ~ Port Lavaca, Texas 77979
(361) 553-4600 ~ Fax (361) 553-4444 ~ Email: richard.meyer@calhouncotx.org

OWNER OF PROPERTY AUTHORIZATION LETTER

August 21, 2024

Texas Alcoholic Beverage Commission
2820 S Padre Island Drive, Suite 120
Corpus Christi, TX 78415
361-851-2531

Organization Name: Calhoun County Fair Association

I hereby authorize **Calhoun County Fair Association** to sell beer at the following:

Event Description: 2024 Calhoun County Fair

Date (s) of Function: October 14 - 19, 2024

Time of Function:

Location Address: 186 Henry Barber Way, Port Lavaca, TX 77979

Name of Property Owner: Calhoun County

Name & Title: Richard H. Meyer, County Judge

Signature:

Phone: 361-553-4600

10

10. Consider and take necessary action to propose a new tax rate for 2024. (RHM)

Court approved new tax rate of 0.6222	
RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Vern Lyssy, Commissioner Pct 2
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Meyer, Commissioner Hall, Lyssy, Behrens, Reese

CALHOUN COUNTY COMMISSIONERS' COURT
ORDER FOR PROPOSED 2024 TAX RATES
CALHOUN COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF CALHOUN §

THAT ON THIS, THE 21st day of August, 2024, the Commissioners' Court of Calhoun County, Texas met in a regular term session in the Commissioners' Courtroom, 211 S. Ann St., Suite 104, Port Lavaca, Texas with the following members present:

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

And at said meeting, among other business, the Court did consider the following:

ORDER PROPOSING A TAX RATE FOR TAX YEAR 2024

WHEREAS, Vernon's Texas Codes Annotated (VTCA) Tax Code 26.05 provides that the Calhoun County Commissioners' Court shall adopt the tax rates for the current year; and

WHEREAS, it is necessary to levy ad valorem taxes on each $100 valuation of all taxable property in Calhoun County, Texas for the Tax Year beginning January 1, 2024, which will be due no later than January 31, 2025 at the tax rates set forth herein below; and

WHEREAS, the Calhoun County Commissioners' Court has complied with all the requirements set forth in the Tax Code; now

THEREFORE, BE IT ORDERED that the Calhoun County Commissioners' Court hereby adopts the following tax rates:

DEBT SERVICE:

Vern Lyssy moved for a tax rate of $.0431 per $100.00 of taxable value for the purpose of Debt Service; and seconded by David Hall.

	YES	ABSTAIN	NO	ABSENT
Richard H. Meyer County Judge	X			
David Hall Commissioner, Pct. #1	X			
Vern Lyssy Commissioner, Pct. #2	X			
Joel Behrens Commissioner, Pct. #3	X			
Gary Reese Commissioner, Pct. #4	X			

MOTION CARRIED: YES: X **NO:** _____
ABSTAINING: _____ **ABSENT:** _____

MAINTENANCE AND OPERATIONS:

Vern Lyssy moved for a tax rate of $.5791 per $100.00 of taxable value for the purpose of Maintenance and Operations; and seconded by David Hall.

	YES	ABSTAIN	NO	ABSENT
Richard H. Meyer County Judge	X			
David E. Hall, Commissioner, Pct. #1	X			
Vern Lyssy, Commissioner, Pct. #2	X			
Joel M. Behrens, Commissioner, Pct. #3	X			
Gary D. Reese, Commissioner, Pct. #4	X			

MOTION CARRIED: YES: ___X_____ **NO:** _____
ABSTAINING: _____ **ABSENT:** _____

TOTAL TAX RATE:

_Vern Lyssy___, move that the property tax rate be increased by the adoption of a tax rate of $.6222 which is effectively an 12.78% increase in the tax rate; seconded by _David Hall.

	YES	ABSTAIN	NO	ABSENT
Richard H. Meyer County Judge	_X_____	_____	_____	_____
David E. Hall Commissioner, Pct. #1	_X_____	_____	_____	_____
Vern Lyssy Commissioner, Pct. #2	_X_____	_____	_____	_____
Joel M. Behrens Commissioner, Pct. #3	_X_____	_____	_____	_____
Gary D. Reese Commissioner, Pct. #4	_X_____	_____	_____	_____

MOTION CARRIED: YES: ____X_____ **NO:** _____
ABSTAINING: _____ **ABSENT:** _____

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE AND;

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.33% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $34.50.

BE IT FURTHER ORDERED that the Calhoun County Commissioners' Court levy taxes in accordance with the foregoing tax rates and the provision of the law.

AND BE IT FURTHER ORDERED that if for any reason, the action of the Calhoun County Commissioners' Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Calhoun County in attempting to comply with the law in as substantial a fashion as could be done under the circumstances, and as evidence that Calhoun County would have lawfully adopted a tax rate but for the conditions completely beyond control of Calhoun County.

County Judge Richard H. Meyer was authorized to sign ORDER and ACT and DEED of the Calhoun County Commissioners' Court, this the 21st day of August, 2024.

Richard H. Meyer, County Judge

* Vern Lyssy , moved that the property tax rate be increased by the adoption of a tax rate of $.6222 which is effectively an 12.78% increase in the tax rate; seconded by David Hall.

11

11. Consider and take necessary action to set the date, time and location for the Public Hearing to adopt the 2024 proposed tax rate. (RHM)

Court approved to set the hearing for September 4, 2024

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

September 4, 2024

10:00 AM

211 S Ann St.

Commissioners' Court Room

Port Lavaca Tx 77979

12

12. Consider and take necessary action to set the date, time and location for the Public Hearing to adopt the 2025 Calhoun County Budget. (RHM)

Court approved to set the hearing for September 4, 2024

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

September 4, 2024

10:00 AM

211 S Ann St.

Commissioners' Court Room

Port Lavaca Tx 77979

13

13. Consider and take necessary action to approve the Memorandum of Understanding between Calhoun County EMS and Jump Aero Incorporated and authorize the Calhoun County EMS Director to sign. (RHM)

Dustin Jenkins explained that the Memorandum is just to explore the options and grants.

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

Memorandum of Understanding

Between

Calhoun County, TX Emergency Medical Services

and

Jump Aero Incorporated

This Memorandum of Understanding (MOU) sets the understanding between the Calhoun County EMS and Jump Aero Inc. to collaborate on potentially providing Jump Aero's services to rural Calhoun County populations, visitors and residents.

Background
Jump Aero is a California-based aviation manufacturer that is building the world's fastest sustainable personal aircraft with a mission to enhance first response timeliness in rural and hard-to-reach communities. In times when seconds can mean the difference between life and death, Jump Aero's revolutionary platform can ensure a trained professional is on scene as quickly as possible.

Calhoun County, an area with many remote and rural communities where ambulance and first response times can be above average due to long distances and terrain difficulties, Jump Aero's services can make a dramatic impact in saving lives of Texas residents and tourists.

Purpose
This MOU will solidify the working relationship between Jump Aero and the Calhoun County EMS with the purpose of partnering to apply for grants to support deployments of Jump Aero's service in Calhoun County and to work together to plan Jump Aero's future operations in Calhoun as well as the possibility of Jump Aero collaborating with the county's existing first response systems for the purposes of identifying potential testing and initial roll-out partnerships.

Funding
This MOU is not a commitment of funds, nor does it imply any future commitments of funds on behalf of the county of Calhoun, the State of Texas, or any of its partners. However, Jump Aero and Calhoun County agree to partner to apply for funding to support the deployment of Jump Aero's aircraft in Calhoun County.

Duration
This MOU is at-will and may be modified by mutual consent of authorized. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by either of the partners or by mutual consent.

Contact Information
Dr. J. Dustin Jenkins, DMin, MBA, MTh, LP
Calhoun County EMS Director
705 Henry Barber Way
Calhoun County, TX(361) 571-0014
Dustin.Jenkins@calhouncotx.org

Carl Dietrich
President and CEO
Jump Aero Inc
1150 Industrial Ave, Ste A,
Petaluma CA, 94952
617 216-4032
carl@jumpaero.com

_____ Date:
(Partner signature)
Dr. J. Dustin Jenkins, Calhoun County EMS

Carl Dietrich Date: August 14, 2024
(Partner signature)
Carl Dietrich, Jump Aero Inc.

14

14. Consider and take necessary action to approve the Hurt's Wastewater Managment, Ltd. Contract and authorize Calhoun County EMS Director to sign. (RHM)

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

Hurt's Wastewater Management, Ltd.

P.O. Box 662 / 321 Hwy 172
Ganado, TX 77962

Phone: (800) 841-3447
Fax: (361) 771-3452
www.hurtswastewater.com

Date: 6/5/2024

Contract Period

Customer ID: 2010672

Start Date: 7/6/2024
End Date: 7/6/2025

To: Calhoun County EMS Station
6084 State Highway 185 E.
Seadrift, TX 77983

Site: 6084 State Highway 185 E., Seadrift, TX 77983
(361) 552-1140
Email: donna.hall@calhouncotx.org

Permit: 2017-115

County: Calhoun
Installer: Russell McIntosh
Agency: Victoria County Health Dept. - Environmental
Mfg/Brand: -Norweco 960-600 gpd-

Installed: 7/6/2017
arranty Expired: 7/6/2019

Hurt's Wastewater Management, Ltd.
3 visits per year - one every 4 months
Subdivision:

Map Key:

Terms of Maintenance Contract

1.) Three (3) inspections per year (at least one every 4 Months). Inspections include adjustment and servicing of the mechanical, electrical and other applicable components to ensure proper function. This includes inspecting the control panel, aerators and filters. Replacement/repair costs will be charged directly to the homeowner. A Hurt's Wastewater Management, Ltd. employee will visit the site within 48 hours of a problem being reported. Inspections may be performed anytime during the month they are due, with a two week grace period before and after the month the inspections are due.

2.) The homeowner is responsible for maintaining a chlorine residual of at least 1.0 mg/L in the treatment system. This can be accomplished by using chlorine (calcium hypochlorite) tablets for systems designed with a tablet chlorinator. Swimming pool tablets must not be used in the aerobic system 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 homeowner if the chlorinator does not contain sufficient tablets or liquid chlorine (whichever is applicable) to effectively disinfect the wastewater.

3.) The required routine reporting of system operation and function to the local authority, as required by OSSF regulation, will be covered by the policy. Any additional visits, inspections or sample collections required by specific County Agencies, TCEQ or any other regulatory agency in your jurisdiction will not be covered by the policy.

4.) The contract may be voided if NON-BIODEGRADABLE MATERIALS are used in the system.

5.) All Commercial systems will have a BOD and TSS test performed annually. Additional charges will be charged to owner for BOD and TSS testing.

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 the policy. Service determined to be caused by abuse or neglect is not covered by the policy. Failure to pay for service call, labor, and/or replacement components not covered under warranty will void contract.

VIOLATIONS include shutting off the electric current to the system for more than 24 hours, disconnecting the alarm system, restricting ventilation to the aerator, overloading the system above its rated capacity, introducing excessive amounts of harmful matter into the system, or any other form of unusual abuse.

The homeowner agrees to provide Hurt's Wastewater Management Ltd. 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 Hurt's Wastewater Management immediately with any changes and provide the new combinations or keys. By signing this form, both maintenance provider and homeowner agree to the terms of this policy.

THIS POLICY DOES NOT INCLUDE PUMPING SLUDGE FROM UNIT IF NECESSARY.

Please check your contract preference:

___ $600.00 Service contract only; no chlorine (homeowner must install own chlorine)
__✓ $685.00 Service contract with chlorine provided

Please include your payment with the signed contract.

Home Owner: _____ Date: 5-21-24 Phone: 361-571-0045

Hurt's Wastewater Management Ltd.: _____ D

15

15. Consider and take necessary action on Asbestos Abatement Proposal for 312 S. Ann St., Port Lavaca, TX and authorize the County Judge to sign. (RHM)

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

KMAC

CONSTRUCTION SERVICES, INC.
9819 Ball Street
SAN ANTONIO TEXAS 78217
Office – 210-599-6528 – Fax – 210-599-2824

July 25, 2024

TO: Calhoun County
211 S. Ann St.
Port Lavaca, Texas 77979

RE: Asbestos Abatement
312 S. Ann St.

ASBESTOS ABATEMENT PROPOSAL

KMAC Construction Services, Inc, submits the following proposal for your review and consideration.

SCOPE OF WORK:

KMAC will provide labor, supplies, materials, equipment and standard insurance to accomplish the removal and disposal of asbestos containing window glazing throughout the house. Abatement will all be done using N.E.S.H.A.P. guidelines wet methods. A copy of the manifest will be provided to the owner at the completion of the project. All work will be performed following OSHA, EPA, TDH, Federal, State and local rules and regulations.

PRICING:
Our price for asbestos abatement is : **$ 3,500.00**

EXCLUSIONS: Air Monitoring and Consulting Fees
TDH Fees(Not Required)

DURATION : **2 Days**

TERMS: Due Upon Completion (C.O.D.)

If you have any questions regarding the above scope of work, please do not hesitate to contact me.

Sincerely,

Mark Mata
Project Manager / Estimator

Purchase Order #: 2024-85
Please sign and return proposal if accepted: _____ 8-21-24
Date

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
CERTIFICATION OF FILING

Certificate Number:
2024-1201609

Date Filed:
08/15/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KMAC Construction Services, Inc.
San Antonio, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-0085
Asbestos Abatement

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. [X]

6 UNSWORN DECLARATION

My name is Kevin McIntyre, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), [redacted] (country).

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

Executed in Bexar County, State of Texas, on the 16th day of August (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

16

16. Consider and take necessary action to approve the FY 2024 Interlocal Agreement with Gulf Bend Center for Indigent care in the amount of $26,000.00 and authorize Judge Meyer to sign all documents. (RHM)

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

CONTRACT
between
CALHOUN COUNTY
and
GULF BEND CENTER

STATE OF TEXAS

COUNTY OF CALHOUN

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

WHEREAS, GULF BEND CENTER, hereinafter referred to as GULF BEND CENTER is engaged in providing services to persons with chronic and persistent mental illness and mental retardation, including crisis response and stabilization services, outpatient mental health services, and renders support to the county and district courts in the determination of competency and case disposition involving persons with mental illness and mental retardation who are involved in the criminal justice system, as well as multiple community support services for persons with mental retardation. GULF BEND CENTER is thereby providing for the betterment of Calhoun County, and desires to enter into such a contract for the provision of certain services for the *COUNTY*; said services being considered by both parties to this contract as fair consideration from *GULF BEND CENTER* to *COUNTY* in exchange for the funds transferred hereby.

IT IS THEREFORE AGREED THAT:

1. Payment by County: In consideration that the services described below to the residents of *COUNTY*, *GULF BEND CENTER* shall be entitled to a sum not to exceed $26,000.00 per annum. Such amount shall be disbursed by *COUNTY* to *GULF BEND CENTER* after January 1, 2024, upon written request for *GULF BEND CENTER.*

2. Insurance: The County will require documentation of General Liability insurance coverage, with adequate limits to be determined individually, depending on exposure.

3. Services: *GULF BEND CENTER*, hereinafter referred to as *GULF BEND CENTER* is engaged in providing services to persons with chronic and persistent mental illness and mental retardation, including crisis response and stabilization services, outpatient mental health services, and renders support to the county and district courts in the determination of competency and case disposition involving persons with mental illness and mental retardation who are involved in the criminal justice system, as well as multiple community support services for persons with mental retardation.

4. Term: The Term of this contract is to begin on January 1, 2024 and end on December 31, 2024, unless earlier terminated by either party on thirty-days written notice.

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

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

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

CALHOUN COUNTY

By: _____

Date: 8-21-24

GULF BEND CENTER

By: _____

Date: 8/20/24

NOTICES

COUNTY:
Richard H. Meyer
Calhoun County Judge
211 S. Ann Street, Suite 301
Port Lavaca, Texas 77979

GULF BEND CENTER
Jeffery Tunnell
Executive Director
6502 Nursery Drive
Victoria TX 77901

CLERK'S CERTIFICATION

I, Anna Goodman, County Clerk of Calhoun County, Texas, certify that the above contract was accepted and agreed to by the Commissioners' Court of Calhoun County on August 21, 2024.

COMMISSIONERS COURT CALHOUN COUNTY, TEXAS

By: Kadan Smith
Deputy Clerk

Date: 8/21/24

17

17. Accept Monthly Reports from the following County Offices:

i. Tax Assessor-Collector – July 2024

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

SUMMARY
TAX ASSESSOR-COLLECTOR'S MONTHLY REPORT
JULY 2024

		COLLECTIONS	DISBURSEMENTS
Title Certificate Fees	429	$ 5,707.00	
Title Fees Paid TXDMV			$ 3,562.00
Title Fees Paid County Treasurer Salary Fund			$ 2,145.00
Motor Vehicle Registration Collections		$ 173,745.15	
Disabled Person Fees		$ 55.00	
Postage		$ -	
Global Additonal Collections		$ -	
Paid TXDMV			$ 143,331.68
Paid TXDMV SP			$ 20,187.08
Paid County Treasurer			$ -
Paid County Treasurer Salary Fund			$ 5,982.90
DMV CCARDTRNSFEE	$ 4,298.49		$ -
GL Additonal Collections	$ -		$ -
GLOBAL (IBC) Credit/Debit Card Fee's			$ 4,346.36
GLOBAL Fees In Shortage of Collections			$ (47.87)
MERCH SERVICES STATEMENT			$ -
Additional Postage - Vehicle Registration		$ -	
Paid County Treasurer - Additional Postage			$ -
Motor Vehicle Sales & Use Tax Collections		$ 476,123.94	
Paid State Treasurer			$ 476,123.94
Special Road/Bridge Fees Collected		$ 22,610.00	
Paid County Treasurer - R/B Fees			$ 22,610.00
Texas Parks & Wildlife Collections		$ 5,176.00	
TPW GLOBAL CC TRANSACTION FEES		$ 283.09	
GLOBAL ADDITIONAL COLLECTIONS		$ -	
Paid Texas Parks & Wildlife			$ 4,658.40
Paid County Treasurer Salary Fund			$ 517.60
P&W CCARDTRNSFEE	$ 283.09		
GLOBAL Additonal Collections	$ -		
GLOBAL (IBC) Credit/Debit Card Fee's			$ 271.13
GLOBAL In Excess/Shortage of Collections			$ 11.96
Boat/Motor Sales & Use Tax Collections		$ 77,102.70	
Paid State Treasurer			$ 73,247.56
Paid County Treasurer, Salary Fund			$ 3,855.14
TABC 5% CO COMMS FOR MONTH OF		$ -	
TABC 5% CO COMMS FOR MONTH OF		$ -	
Paid County Treasurer, Salary Fund			$ -
County Beer & Wine Collections		$ 175.00	
Paid County Treasurer, County Beer & Wine			$ 166.25
Paid County Treasurer, Salary Fund			$ 8.75
INTEREST EARNED ON OFFICE ACCOUNT		$ 168.07	
Paid County Treasurer, Nav. East			$ 0.11
Paid County Treasurer, all other districts			$ 167.96
INTEREST EARNED ON PARKS AND WILDLIFE ACCOUNT		$ 57.44	
Paid County Treasurer, Interest on P&W Acc			$ 57.44
INTEREST EARNED ON REFUND ACCOUNT		$ 0.21	
Paid County Treasurer, Interest on Refund Acc			$ 0.21

Business Personal Property - Misc. Fees	**$**	**217.83**		
Paid County Treasurer			**$**	**217.83**
Excess Funds	**$**	-		
Paid County Treasurer			**$**	-
Overpayments	**$**	**0.28**		
Current Tax Collections	**$**	**173,698.25**		
Penalty and Interest - Current Roll	**$**	**11,124.47**		
Discount for early payment of taxes			**$**	**0.03**
Delinquent Tax Collections	**$**	**10,486.81**		
Penalty & Interest - Delinquent Roll	**$**	**4,104.77**		
Collections for Delinquent Tax Attorney	**$**	**14,386.48**		
Advance - FM & L Taxes			**$**	**2.46**
Advance - County AdValorem Taxes			**$**	**197,431.80**
Paid County Treasurer - Nav. East			**$**	**206.93**
Paid County Treasurer - all other Districts			**$**	**1,773.36**
Paid County Treasurer - Delinq Tax Atty. Fee			**$**	**14,386.48**
Payment in Lieu of Taxes	**$**	-		
Paid County Treasurer - Navig. East			**$**	-
Paid County Treasurer - All other Districts			**$**	-
Special Farmers Fees Collected	**$**	**75.00**		
Paid State Treasurer, Farmers Fees			**$**	**75.00**
Hot Check Collection Charges	**$**	-		
Paid County Treasurers, Hot Check Charge			**$**	-
Overage on Collection/Assessing Fees	**$**	-		
Paid County Treasurer, overage refunded			**$**	-
Escheats	**$**	-		
Paid County Treasurer-escheats			**$**	-
TOTAL COLLECTIONS	**$**	**975,297.49**		
TOTAL DISBURSEMENTS			**$**	**975,297.49**
TOTAL OF ABOVE RECEIPTS PAID TO STATE AND COUNTY			**$**	**975,297.49**

Kerri Boyd

KERRI BOYD
Tax Assessor-Collector

8-21-24

RICHARD H MEYER
County Judge

18

18. 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, August 14, 2024 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2024**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: AMBULANCE OPERATIONS-GENERAL DEPARTMENT NO: 290

AMENDMENT NO: 6757	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*
AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53980	SUPPLIES/OPERATING EXPENSES	999	NO GRANT	$0	$0	$0	$1,168	$1,168
63980	MISCELLANEOUS-CONT EDUC	999	NO GRANT	$0	$0	$1,168	$0	($1,168)
			AMENDMENT NO 6757 TOTAL	**$0**	**$0**	**$1,168**	**$1,168**	**$0**
			AMBULANCE OPERATIONS-GENERAL TOTAL	**$0**	**$0**	**$1,168**	**$1,168**	**$0**

DEPARTMENT NAME: COMMISSIONERS COURT DEPARTMENT NO: 230

AMENDMENT NO: 6757	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*
AMENDMENT REASON:	**OVERDRAWN ACCOUNT**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
64790	POSTAGE	999	NO GRANT	$0	$0	$0	$59	$59
66607	UTILITIES-EMERG. COMMUNICATIO	999	NO GRANT	$0	$0	$59	$0	($59)
			AMENDMENT NO 6757 TOTAL	**$0**	**$0**	**$59**	**$59**	**$0**
			COMMISSIONERS COURT TOTAL	**$0**	**$0**	**$59**	**$59**	**$0**

DEPARTMENT NAME: DISTRICT COURT DEPARTMENT NO: 430

AMENDMENT NO: 6757	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*
AMENDMENT REASON:	**OVERDRAWN ACCOUNT**

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, August 14, 2024 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2024**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: DISTRICT COURT — DEPARTMENT NO: 430

AMENDMENT NO: 6757	REQUESTOR: COUNTY AUDITOR/OVERDRAWN
AMENDMENT REASON:	OVERDRAWN ACCOUNT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51533	JURORS-PETIT	999	NO GRANT	$0	$0	$452	$0	($452)
60052	ADULT ASSIGNED-EXPERT WITNES	999	NO GRANT	$0	$0	$0	$452	$452
			AMENDMENT NO 6757 TOTAL	**$0**	**$0**	**$452**	**$452**	**$0**
			DISTRICT COURT TOTAL	**$0**	**$0**	**$452**	**$452**	**$0**

DEPARTMENT NAME: ELECTIONS — DEPARTMENT NO: 270

AMENDMENT NO: 6757	REQUESTOR: COUNTY AUDITOR/OVERDRAWN
AMENDMENT REASON:	OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51613	OVERTIME BASE PAY	999	NO GRANT	$0	$0	$24	$0	($24)
51616	OVERTIME PREMIUM PAY	999	NO GRANT	$0	$0	$12	$0	($12)
64790	POSTAGE	999	NO GRANT	$0	$0	$0	$36	$36
			AMENDMENT NO 6757 TOTAL	**$0**	**$0**	**$36**	**$36**	**$0**
			ELECTIONS TOTAL	**$0**	**$0**	**$36**	**$36**	**$0**

DEPARTMENT NAME: EMERGENCY MANAGEMENT — DEPARTMENT NO: 630

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, August 14, 2024 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2024**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: EMERGENCY MANAGEMENT DEPARTMENT NO: 630

AMENDMENT NO: 6758	REQUESTOR: EMERGENCY MANAGEMENT
AMENDMENT REASON:	MOVE TO PROGRAM SUPPLIES

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53020	OFFICE SUPPLIES	999	NO GRANT	$0	$0	$0	$1,000	$1,000
53310	PROGRAM SUPPLIES	999	NO GRANT	$0	$0	$1,000	$0	($1,000)
			AMENDMENT NO 6758 TOTAL	**$0**	**$0**	**$1,000**	**$1,000**	**$0**
			EMERGENCY MANAGEMENT TOTAL	**$0**	**$0**	**$1,000**	**$1,000**	**$0**

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES DEPARTMENT NO: 345

AMENDMENT NO: 6757	REQUESTOR: COUNTY AUDITOR/OVERDRAWN
AMENDMENT REASON:	OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53610	BUILDING SUPPLIES/PARTS	999	NO GRANT	$0	$0	$1,756	$0	($1,756)
53980	SUPPLIES/OPERATING EXPENSES	999	NO GRANT	$0	$0	$6,260	$0	($6,260)
61710	DEPARTMENTAL REPAIRS	999	NO GRANT	$0	$0	$2,126	$0	($2,126)
62430	EMPLOYMENT EXPENSES	999	NO GRANT	$0	$0	$121	$0	($121)
64400	OUTSIDE SERVICES	999	NO GRANT	$0	$0	$130	$0	($130)
66505	TRAVEL/DUES/SUBSCRIPTIONS	999	NO GRANT	$0	$0	$1,283	$0	($1,283)
67120	VEHICLE FUEL/OIL/SERVICE	999	NO GRANT	$0	$0	$0	$11,676	$11,676
			AMENDMENT NO 6757 TOTAL	**$0**	**$0**	**$11,676**	**$11,676**	**$0**
			EMERGENCY MEDICAL SERVICES TOTAL	**$0**	**$0**	**$11,676**	**$11,676**	**$0**

DEPARTMENT NAME: JAIL DEPARTMENT NO: 180

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, August 14, 2024 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2024**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: JAIL — DEPARTMENT NO: 180

AMENDMENT NO: 6757	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*
AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51700	MEAL ALLOWANCE	999	NO GRANT	$0	$0	$17	$0	($17)
53995	UNIFORMS	999	NO GRANT	$0	$0	$447	$0	($447)
63920	MISCELLANEOUS	999	NO GRANT	$0	$0	$0	$464	$464
			AMENDMENT NO 6757 TOTAL	**$0**	**$0**	**$464**	**$464**	**$0**
			JAIL TOTAL	**$0**	**$0**	**$464**	**$464**	**$0**

DEPARTMENT NAME: LIBRARY — DEPARTMENT NO: 140

AMENDMENT NO: 6754	*REQUESTOR: LIBRARY*
AMENDMENT REASON:	**REPLENISH SUPPLY FUNDS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53020	OFFICE SUPPLIES	999	NO GRANT	$0	$0	$2,000	$0	($2,000)
54030	PUBLICATIONS	999	NO GRANT	$0	$0	$0	$2,000	$2,000
			AMENDMENT NO 6754 TOTAL	**$0**	**$0**	**$2,000**	**$2,000**	**$0**

AMENDMENT NO: 6757	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*
AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
50680	LIBRARIANS-PART-TIME	999	NO GRANT	$0	$0	$0	$1,476	$1,476
51540	TEMPORARY	999	NO GRANT	$0	$0	$1,476	$0	($1,476)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, August 14, 2024 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2024**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: LIBRARY DEPARTMENT NO: 140

AMENDMENT NO: 6757	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*
AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
			AMENDMENT NO 6757 TOTAL	$0	$0	$1,476	$1,476	$0
			LIBRARY TOTAL	$0	$0	$3,476	$3,476	$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1 DEPARTMENT NO: 540

AMENDMENT NO: 6755	*REQUESTOR: COMMISSIONER PRECINCT #1*
AMENDMENT REASON:	**LINE ITEM ADJUSTMENT TO PAY BILLS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	$0	$0	$0	$44,000	$44,000
70750	CAPITAL OUTLAY	999	NO GRANT	$0	$0	$44,000	$0	($44,000)
			AMENDMENT NO 6755 TOTAL	$0	$0	$44,000	$44,000	$0
			ROAD AND BRIDGE-PRECINCT #1 TOTAL	$0	$0	$44,000	$44,000	$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2 DEPARTMENT NO: 550

AMENDMENT NO: 6756	*REQUESTOR: COMMISSIONER PRECINCT #2*
AMENDMENT REASON:	**LINE ITEM ADJUSTMENT**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	$0	$0	$0	$10,000	$10,000
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	$0	$0	$10,000	$0	($10,000)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, August 14, 2024 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2024**

FUND NAME GENERAL FUND *FUND NO: 1000*

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2 DEPARTMENT NO: 550

AMENDMENT NO: 6756	*REQUESTOR: COMMISSIONER PRECINCT #2*
AMENDMENT REASON:	**LINE ITEM ADJUSTMENT**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
			AMENDMENT NO 6756 TOTAL	$0	$0	$10,000	$10,000	$0

AMENDMENT NO: 6757	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*
AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51540	TEMPORARY	999	NO GRANT	$0	$0	$3,475	$0	($3,475)
51545	PART-TIME EMPLOYEES	999	NO GRANT	$0	$0	$370	$0	($370)
51613	OVERTIME BASE PAY	999	NO GRANT	$0	$0	$314	$0	($314)
51616	OVERTIME PREMIUM PAY	999	NO GRANT	$0	$0	$157	$0	($157)
51630	COMP TIME PAY	999	NO GRANT	$0	$0	$145	$0	($145)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	$0	$0	$0	$4,461	$4,461
			AMENDMENT NO 6757 TOTAL	$0	$0	$4,461	$4,461	$0
			ROAD AND BRIDGE-PRECINCT #2 TOTAL	$0	$0	$14,461	$14,461	$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 DEPARTMENT NO: 560

AMENDMENT NO: 6757	*REQUESTOR: COUNTY AUDITOR/OVERDRAWN*
AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51540	TEMPORARY	999	NO GRANT	$0	$0	$5,640	$0	($5,640)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	$0	$0	$0	$5,640	$5,640

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, August 14, 2024 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2024**

FUND NAME GENERAL FUND ***FUND NO: 1000***

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3 DEPARTMENT NO: 560

AMENDMENT NO: 6757	***REQUESTOR: COUNTY AUDITOR/OVERDRAWN***
AMENDMENT REASON:	**OVERDRAWN ACCOUNTS**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
			AMENDMENT NO 6757 TOTAL	$0	$0	$5,640	$5,640	$0
			ROAD AND BRIDGE-PRECINCT #3 TOTAL	$0	$0	$5,640	$5,640	$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #4 DEPARTMENT NO: 570

AMENDMENT NO: 6759	***REQUESTOR: COMMISSIONER PRECINCT #4***
AMENDMENT REASON:	**LINE ITEM ADJUSTMENT**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	$0	$0	$0	$23,000	$23,000
53540	GASOLINE/OIL/DIESEL/GREASE	999	NO GRANT	$0	$0	$10,000	$0	($10,000)
53630	INSECTICIDES/PESTICIDES	999	NO GRANT	$0	$0	$5,000	$0	($5,000)
70750	CAPITAL OUTLAY	999	NO GRANT	$0	$0	$8,000	$0	($8,000)
			AMENDMENT NO 6759 TOTAL	$0	$0	$23,000	$23,000	$0
			ROAD AND BRIDGE-PRECINCT #4 TOTAL	$0	$0	$23,000	$23,000	$0
			GENERAL FUND TOTAL	*$0*	*$0*	*$105,432*	*$105,432*	*$0*

FUND NAME AIRPORT FUND ***FUND NO: 2610***

DEPARTMENT NAME: NO DEPARTMENT DEPARTMENT NO: 999

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, August 14, 2024 **HEARING TYPE: REGULAR** **BUDGET YEAR: 2024**

FUND NAME AIRPORT FUND ***FUND NO: 2610***

DEPARTMENT NAME: NO DEPARTMENT **DEPARTMENT NO: 999**

AMENDMENT NO: 6757	***REQUESTOR: COUNTY AUDITOR/OVERDRAWN***

AMENDMENT REASON:	**OVERDRAWN ACCOUNT**

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	$0	$0	$1,511	$0	($1,511)
64320	OTHER SERVICES/PROGRAMS	999	NO GRANT	$0	$0	$0	$1,511	$1,511
			AMENDMENT NO 6757 TOTAL	**$0**	**$0**	**$1,511**	**$1,511**	**$0**
			NO DEPARTMENT TOTAL	**$0**	**$0**	**$1,511**	**$1,511**	**$0**
			AIRPORT FUND TOTAL	***$0***	***$0***	***$1,511***	***$1,511***	***$0***
			Grand Total	***$0***	***$0***	***$106,943***	***$106,943***	***$0***

19

19. Approval of bills and payroll. (RHM)

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

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:

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

August 21, 2024

APPROVAL LIST - 2024 BUDGET

COMMISSIONERS COURT MEETING OF **08/21/24**

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT **PAGE 22**				$321,334.29
FICA	**PAYROLL 8/16/2024**	P/R	$	64,750.84
MEDICARE	**PAYROLL 8/16/2024**	P/R	$	15,143.52
FWH	**PAYROLL 8/16/2024**	P/R	$	40,649.72
NATIONWIDE RETIREMENT SOLUTIONS	**PAYROLL 8/16/2024**	P/R	$	1,862.50
OFFICE OF THE ATTORNEY GENERAL - CHILD SUPPORT	**PAYROLL 8/16/2024**	P/R	$	2,307.84
VOYA	**PAYROLL 8/16/2024**	P/R	$	1,850.00
CITIBANK	**DEPT CREDIT CARD CHARGES**	A/P	$	33,598.82
	TOTAL VENDOR DISBURSEMENTS:		**$**	**481,497.53**
CALHOUN COUNTY OPERATING ACCOUNT (TRANSFER FROM MONEY MKT TO OP ACCT FOR AP & PAYROLL)			**$**	**1,000,000.00**
CALHOUN COUNTY INDIGENT HEALTH CARE			**$**	**4,196.10**
	TOTAL INVESTMENT ACTIVITY AND TRANSFERS BETWEEN FUNDS:		**$**	**1,004,196.10**
	TOTAL AMOUNT FOR APPROVAL:		**$**	**1,485,693.63**

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.21.24

1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
AMBULANCE OPERATIONS-PORT O'CONNOR	330	SERVICES	65740	TISD INC.	7646	1057292...	POC AMB 8/9 ACT# 105729 SEPT 2024 INTERNET	74.99	
AMBULANCE OPERATIONS-PORT O'CONNOR	Total 330							74.99	0.00
AMBULANCE OPERATIONS-SEADRIFT	340	SERVICES	65740	TISD INC.	7646	1016122...	SEA AMB 8/9 ACT# 101612 SEPT 2024 INTERNET	49.99	
AMBULANCE OPERATIONS-SEADRIFT	Total 340							49.99	0.00
BUILDING MAINTENANCE	170	UTILITIES-AG BLDG/FAIRGROUNDS	66602	CENTERPOINT ENERGY	1805	2942974...	BAUER 8/15 ACT# 2942974-3 CCF 0 7/12- 8/9	50.96	
			66602	CENTERPOINT ENERGY	1805	2942980...	AG BLDG 8/15 ACT# 2942980-0 CCF 0 7/12- 8/9	50.96	
		UTILITIES-COURTHOUSE AND JAIL	66604	CENTERPOINT ENERGY	1805	6329420...	CH 8/15 ACT# 6329420-1 CCF 367 7/12- 8/9	441.01	
			66604	CITY OF PORT LAVACA	861	1218440...	CH 8/14 ACT# 12-1844-00 WATER 7/10- 8/10	659.11	
		UTILITIES-JAIL	66605	CENTERPOINT ENERGY	1805	6455891...	JAIL 8/15 ACT# 6455891-9 MCF 169 7/12- 8/9	1,894.35	
			66605	CITY OF PORT LAVACA	861	1218420...	JAIL 8/14 ACT# 12-1842-01 WATER 7/10- 8/10	4,013.26	
			66605	CITY OF PORT LAVACA	861	1218430...	JAIL 8/14 ACT# 12-1843-00 WATER 7/10- 8/10	85.13	
		UTILITIES-COURTHOUSE ANNEX	66606	CITY OF PORT LAVACA	861	1219100...	ANNEX I 8/14 ACT# 12-1910-00 WATER 7/10- 8/10	109.34	
		UTILITIES-COURTHOUSE ANNEX II	66621	CITY OF PORT LAVACA	861	1208950...	ANNEX II 8/14 ACT# 12-0895-01 WATER 7/10- 8/10	67.63	
		UTILITIES-DISPATCH BUILDING	66623	CENTERPOINT ENERGY	1805	6403494...	EMER COMM 8/15 ACT# 6403494238-9 CCF 1 7/12- 8/9	56.30	
BUILDING MAINTENANCE	Total 170							7,428.05	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COMMISSIONERS COURT	230	INTERNET SERVICES	62955	FRONTIER COMMUNICATIONS	2855	3611970...	CH 8/11 ACT# 361-197-0053-122022-5 INTERNET 8/11-9/10	1,200.00	
			62955	SPARKLIGHT	9988	1009388...	COM CRT 8/8 ACT# 100938828 CABLE 8/8- 9/7	19.47	
			62955	SPARKLIGHT	9988	1128551...	COM CRT 8/1 ACT# 112855176 AUG 2024 INTERNET	1,353.28	
		PATHOLOGIST FEES	64520	TRAVIS COUNTY MEDICAL EXAMINER	7710	3300008...	COM CRT/JP3 8/2 AUTOPSY FEES- VASQUEZ, WINSTON, CAMACHO	11,673.00	
			64520	VICTORIA MORTUARY SERVICE INC	8238	240705	COM CRT/JP4 7/4 TRANSPORT C. MCBRIDE	955.00	
COMMISSIONERS COURT	Total 230							15,200.75	0.00
CONSTABLE-PRECINCT #3	600	MISCELLANEOUS	63920	MOBILE WIRELESS LLC	216	5802	CONST3 6/18 ABSOLUTE SEC ACCESS LICENSE RENEWAL	55.70	
CONSTABLE-PRECINCT #3	Total 600							55.70	0.00
COUNTY AUDITOR	190	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	159043	AUDITOR 7/1 WATER	72.75	
COUNTY AUDITOR	Total 190							72.75	0.00
COUNTY CLERK	250	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	37066174	CO CLK 7/23 COPIERS & SCANNER LEASES	428.00	
		MISCELLANEOUS	63920	TEXAS DEPT OF STATE HEALTH	1512	2022692	CO CLK 8/1 JULY 2024 REMOTE BIRTH ACCESS	86.01	
COUNTY CLERK	Total 250							514.01	0.00
COUNTY COURT-AT-LAW	410	ADULT ASSIGNED-ATTORNEY FEES	60050	ROBERTS ODEFEY WITTE WALL LLP	2606	2024116	CRT@LAW1 8/8 C# 2024-CR-0060/0073-CC 24-PF-0059/0061-CC	200.00	

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			60050	ROBERTS ODEFEY WITTE WALL LLP	2606	2024117	CRT@LAW1 8/8 C# 24-PF-0055/0056-CC S. JACKSON	50.00	
			60050	ROBERTS ODEFEY WITTE WALL LLP	2606	2024118	CRT@LAW1 8/8 C# 24-PF-0071-CC G. ELLERBE	350.00	
			60050	ROBERTS ODEFEY WITTE WALL LLP	2606	2024119	CRT@LAW1 8/8 C# 2023-CR-0078-CC R. GRIMES	25.00	
		LEGAL SERVICES-COURT APPOINTED	63380	HALE JULIE	3022	2024121	CRT@LAW1 8/8 C# 2019-FAM-0044-CC	2,580.50	
			63380	R PEREZ LAW PLLC	31800	2024125	CRT@LAW1 8/12 C# 2023-FAM-0032-CC	860.00	
			63380	HELLER JOYCE M	9076	2024120	CRT@LAW1 7/30 C# 2023-FAM-0032-CC	2,195.00	
COUNTY COURT-AT-LAW	Total 410							6,260.50	0.00
COUNTY JUDGE	260	TRAINING TRAVEL OUT OF COUNTY	66316	VICKERY DEBBIE	EM...	PO2024...	CO JUDGE 8/12 TRAVEL REIMB- SPI, TX 6/23- 6/25	595.28	
COUNTY JUDGE	Total 260							595.28	0.00
COUNTY TAX COLLECTOR	200	DELINQUENT TAX ATTORNEY FEES	61700	MCCREARY VESELKA BRAGG	5088	PODTA2...	TAX A/C 8/8 JULY 2024 DTA FEES	14,123.47	
COUNTY TAX COLLECTOR	Total 200							14,123.47	0.00
DISTRICT ATTORNEY	510	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	39788452	DA 7/30 PRINTER INK	138.57	
			53020	QUILL LLC	6602	39797782	DA 7/31 (2) CHAIRS	383.38	
		PHOTO COPIES/SUPPLIES	53030	QUILL LLC	6602	39788452	DA 7/30 PAPER	41.49	
		COPY MACHINE LEASE	61340	XEROX CORPORATION	9001	0218262...	DA 8/2 COPIER LEASE 6/21-7/28	191.65	
			61340	XEROX CORPORATION	9001	0218262...	DA 8/2 COPIER LEASE 6/21-7/28	62.76	
		TRAVEL ADVANCE SUSPENSE	66448	RODRIGUEZ AMANDA	EM...	PO5100...	DA 8/12 TRAVEL ADV-HOUSTON, TX 8/27- 8/30	674.21	
		RENOVATION-COURTHOUS.. DEPT	73450	BOSART LOCK & KEY INC	486	128510	DA 7/19 REKEY & CUT KEYS FOR DOORS	148.00	

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			73450	COASTAL REFRIGERATION	812	5114490	DA 7/31 DUCT WORK	1,885.00	
DISTRICT ATTORNEY	Total 510							3,525.06	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050	FAIRES MARVIN L JR	2400	2024178	DIST CRT 8/9 C# 2023-CR-8783-DC P. GARZA	350.00	
		ADULT ASSIGNED-INVESTIGATION EXPENSE	60051	PLETTE III JOSEPH LOUIS	6450	2024179	DIST CRT 8/8 C# SEALED	1,000.00	
DISTRICT COURT	Total 430							1,350.00	0.00
ELECTIONS	270	COPY MACHINE LEASE	61340	XEROX CORPORATION	9001	0218262...	ELEC 8/2 COPIER LEASE 6/21- 7/28	155.52	
ELECTIONS	Total 270							155.52	0.00
EMERGENCY COMMUNICATION DIVISION	635	BUILDING-EMERGENCY COMMUNICATIONS	70654	INFINITI COMMUNICATIONS	3406	272061	EMER COMM 7/15 ADT'L HAND HOLE INSTALL ADD-ON	8,950.00	
			70654	INFINITI COMMUNICATIONS	3406	272949	EMER COMM 7/15 CABLING INSTALL	59,922.00	
EMERGENCY COMMUNICATION DIVISION	Total 635							68,872.00	0.00
EMERGENCY MANAGEMENT	630	PROGRAM SUPPLIES	53310	CREATIVE PRODUCT SOURCE INC	223	CPI1040...	EMER MGMT 8/6 GLOW IN THE DARK BRACELETS	594.45	
EMERGENCY MANAGEMENT	Total 630							594.45	0.00
EMERGENCY MEDICAL SERVICES	345	SUPPLIES/OPERATING EXPENSES	53980	AIRGAS USA, LLC	136	9152204...	EMS 7/29 OXYGEN	384.05	
			53980	BOUND TREE MEDICAL, LLC	412	85434933	EMS 7/31 ETT, ABD PADS, DOPAMINE, I-GEL	2,779.84	
			53980	BOUND TREE MEDICAL, LLC	412	85437996	EMS 8/2 KETAMINE	542.13	

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			53980	BOUND TREE MEDICAL, LLC	412	85441430	EMS 8/6 CPAP & O2 MASKS	241.71	
		MACHINE MAINTENANCE	63500	O REILLY AUTO PARTS	5803	0575377...	EMS 7/10 HEATER HOSE, ANTIFREEZE- U3	62.73	
			63500	O REILLY AUTO PARTS	5803	0575379...	EMS 7/19 SPARK PLUG- PORTABLE GENERATOR	39.12	
			63500	O REILLY AUTO PARTS	5803	0575380...	EMS 7/26 COOLANT HOSE, ANTIFREEZE- M5	103.98	
			63500	O REILLY AUTO PARTS	5803	0575380...	EMS 7/27 CREDIT ON EXCHANGE OF ANTIFREEZE		6.00
			63500	THIRD COAST DISTRIBUTING, LLC	75930	031256	EMS 8/2 FUEL LINE HOSE, BRUSH, HAND CLEANER	78.98	
			63500	THIRD COAST DISTRIBUTING, LLC	75930	031286	EMS 8/2 SUPP FOR AMB REP	22.98	
		MACHINERY/EQUIPMENT REPAIRS	63530	O REILLY AUTO PARTS	5803	0575378...	EMS 7/14 V-BELT	14.80	
			63530	O REILLY AUTO PARTS	5803	0575379...	EMS 7/17 HEATER HOSE, HOSE CLAMPS- M6	28.92	
			63530	O REILLY AUTO PARTS	5803	0575379...	EMS 7/17 CREDIT ON RETURN, KWIKWELD		12.50
			63530	O REILLY AUTO PARTS	5803	0575379...	EMS 7/19 MICRO V-BELT REP- PORTABLE GENERATOR	148.00	
			63530	O REILLY AUTO PARTS	5803	0575379...	EMS 7/21 HEATER HOSE- M6	4.28	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3619200...	EMS 8/1 ACT# 2872958540337 ADMIN/AMB PHONES 7/2- 8/1	799.15	
		TRAVEL/DUES/SUBSCRIPTI...	66505	GIRARD & ASSOCIATES	58910	769	EMS 8/5 CQI RPT PROGRAM- AUG-OCT 2024	10,625.00	
		UNIFORMS	66590	KISIAH JOHN THOMAS IV	8187	1241	EMS 6/24 PATCH- UNIFORM	8.00	
			66590	KISIAH JOHN THOMAS IV	8187	1250	EMS 6/25 PATCH- UNIFORM	8.00	
			66590	KISIAH JOHN THOMAS IV	8187	1682	EMS 5/15 REP HOLE- UNIFORM	16.00	
			66590	KISIAH JOHN THOMAS IV	8187	1893	EMS 7/2 REPL ZIPPER- UNIFORM	20.00	

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			66590	KISIAH JOHN THOMAS IV	8187	PO3458...	EMS 4/3 PATCHES, REPL ZIPPER- UNIFORMS	40.00	
			66590	KISIAH JOHN THOMAS IV	8187	PO3458...	EMS 7/16 REMOVE/REPL PATCH- UNIFORM	10.00	
		UTILITIES	66600	SPARKLIGHT	9988	1009808...	EMS CNTL 8/8 ACT# 100980846 CABLE 8/8- 9/7	241.65	
EMERGENCY MEDICAL SERVICES	Total 345							16,219.32	18.50
HEALTH DEPARTMENT	350	ENVIRONMENTAL HEALTH SERVICES	62480	VICTORIA COUNTY PUBLIC	8219	ENV2409	HLTH DEPT 8/1 SEPT 2024 ENVIRONMENTAL HLTH SVCS	7,043.75	
HEALTH DEPARTMENT	Total 350							7,043.75	0.00
HUMAN RESOURCES	265	MISCELLANEOUS	63920	GREAT AMERICA FINANCIAL	2751	37114502	HR 7/30 COPIER LEASE 6/24- 7/23	112.62	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615512...	HR 8/11 ACT# 361-551-2181-011122-5 FAX 8/11- 9/10	108.16	
HUMAN RESOURCES	Total 265							220.78	0.00
INFORMATION TECHNOLOGY	275	UTILITIES-117 W. ASH ST. BUILDING	66609	CITY OF PORT LAVACA	861	1213400...	IT 8/14 ACT# 12-1340-00 WATER 7/10- 8/10	67.63	
INFORMATION TECHNOLOGY	Total 275							67.63	0.00
JAIL OPERATIONS	180	JAIL MAINTENANCE/SUPPLIES	53420	DASH MEDICAL GLOVES INC	1514	INV1314...	JAIL 8/7 GLOVES	350.54	
		PRISONER CLOTHING/SUPPLIES	53460	CHARM-TEX INC	1177	0372446...	JAIL 8/1 LAUNDRY BAGS	420.56	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	3030185	JAIL 8/12 INMATE GROCERIES	1,930.26	
		COPIER RENTALS	61310	RICOH USA, INC.	34270	1085016...	JAIL 8/7 AUG 2024 COPIER LEASE	288.67	
		MISCELLANEOUS	63920	DEWITT COUNTY SHERIFF	1553	PO1808...	JAIL 7/31 INMATE HOUSING- HURRICANE BERYL	3,422.00	

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		POSTAGE	64790	FEDEX	2222	8569293...	JAIL 7/25 SHIPMENT	49.10	
		PRISONER MEDICAL SERVICES	64910	SOUTHERN HEALTH PARTNERS	3460	BASE51...	JAIL 8/2 SEPT 2024 INMATE MEDICAL	12,668.99	
JAIL OPERATIONS	Total 180							19,130.12	0.00
JUSTICE OF PEACE-PRECINCT #4	480	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	36999294	JP4 7/15 COPIER LEASE	65.03	
		TELEPHONE SERVICES	66192	TISD INC.	7646	8381220...	JP4 8/9 ACT# 083812 SEPT 2024 INTERNET	39.99	
		TRAINING TRAVEL OUT OF COUNTY	66316	HUNT WESLEY J	EM...	PO2024...	JP4 8/13 TRAVEL REIMB-SAN ANTONIO, TX 7/14- 7/16	284.62	
JUSTICE OF PEACE-PRECINCT #4	Total 480							389.64	0.00
JUSTICE OF PEACE-PRECINCT #5	490	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619832...	JP5 8/1 ACT# 361-983-2351-100102-5 AUG 2024 PHONE	130.07	
			66192	TISD INC.	7646	6839820...	JP5 8/9 ACT# 068398 SEPT 2024 INTERNET	89.99	
JUSTICE OF PEACE-PRECINCT #5	Total 490							220.06	0.00
JUVENILE COURT	500	JUVENILE ASSIGNED-ATTORNEY FEES	63070	SMITH JAMES	72500	2024122	CRT@LAW1 8/8 C# 2024-JV-0013-CC	275.00	
			63070	SMITH JAMES	72500	2024123	CRT@LAW1 8/8 C# 2024-JV-0010-CC	275.00	
		JUVENILE DETENTION SERVICES	63110	VICTORIA REGIONAL JUVENILE	8249	432024	JUV CRT 5/1 APRIL 2024 DETENTION SVCS (1) JUV	400.00	
JUVENILE COURT	Total 500							950.00	0.00
LIBRARY	140	FIRE & SECURITY SERVICES	62630	TRIPLE D SECURITY CORPORATION	7649	0420743...	LIBRARY 8/1 ALARM MONITORING	50.00	
		INTERNET SERVICES	62955	TISD INC.	7646	6122024...	SEA LIBRARY 8/9 ACT# 000612 SEPT 2024 INTERNET	99.99	
		REPAIRS-MAIN LIBRARY	65470	ACOSTA JUAN	1612	10342	LIBRARY 8/6 INST (5) 120V DROPS, CHG TIMER-LIGHTING	1,010.00	

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		UTILITIES-MAIN LIBRARY	66610	CITY OF PORT LAVACA	861	1217300...	LIBRARY 8/14 ACT# 12-1730-00 WATER 7/10- 8/10	120.00	
			66610	CITY OF PORT LAVACA	861	1217310...	LIBRARY 8/14 ACT# 12-1731-00 WATER 7/10- 8/10	40.61	
		UTILITIES-SEADRIFT LIBRARY	66622	CENTERPOINT ENERGY	1805	2981129...	SEA LIBRARY 8/15 ACT# 2981129-6 CCF 0 7/12- 8/9	49.40	
		BOOKS & PRINT MATL-LIBRARY	70550	BAKER & TAYLOR	403	5019024...	LIBRARY 7/23 (29) BOOKS	437.67	
LIBRARY	Total 140							1,807.67	0.00
MISCELLANEOUS	280	INSURANCE-LIABILITY AND PROPERTY	62872	WRIGHT NATIONAL FLOOD INS CO	2310	PO2800...	CALCO 8/16 P# 42115209787703 POCCC STORAGE BLDG	913.00	
MISCELLANEOUS	Total 280							913.00	0.00
MUSEUM	150	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	39696271	MUSEUM 7/24 PAPER, BATTERIES, TAPE, POST ITS, DIVIDERS	100.45	
		SUPPLIES-MISCELLANEOUS	53992	QUILL LLC	6602	39696271	MUSEUM 7/24 CLEANING SUPP, TISSUES	26.51	
		TRAVEL OUT OF COUNTY	66498	COX VICKI	EM...	PO696	MUSEUM 8/5 TRAVEL REIMB- CUERO, TX 8/5/24	37.52	
		UTILITIES-MUSEUM	66612	CENTERPOINT ENERGY	1805	2860820...	MUSEUM 8/15 ACT# 2860820-6 CCF 15 7/12- 8/9	66.90	
			66612	CITY OF PORT LAVACA	861	1208650...	MUSEUM 8/14 ACT# 12-0865-00 WATER 7/10- 8/10	67.63	
MUSEUM	Total 150							299.01	0.00
NO DEPARTMENT	999	ACCRUED UNITED WAY	20525	UNITED WAY OF CALHOUN COUNTY	8019	PO0816...	CALCO 8/15 AUG 2024 DONATIONS	10.00	
		ACCRUED MISCELLANEOUS	20533	TMPA	7723	PO0816...	CALCO 8/15 AUG 2024 PREMIUMS	313.00	
		DUE TO JP COLLECTIONS ATTORNEY	20770	MCCREARY VESELKA BRAGG ALLEN	5255	288021	JP2 6/5 COLLECTION FEES	301.58	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	289159	JP1 7/3 COLLECTION FEES	133.57	

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			20770	MCCREARY VESELKA BRAGG ALLEN	5255	289464	JP1 7/10 COLLECTION FEES	42.91	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	289724	JP1 7/16 COLLECTION FEES	250.48	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	290091	JP2 7/24 COLLECTION FEES	965.81	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	290569	JP2 7/30 COLLECTION FEES	49.50	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	290570	JP1 7/30 COLLECTION FEES	15.67	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	290933	JP1 8/7 COLLECTION FEES	1,910.75	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	290934	JP2 8/7 COLLECTION FEES	184.71	
NO DEPARTMENT	Total 999							4,177.98	0.00
ROAD AND BRIDGE-PRECINCT #1	540	GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	7254624...	RB1 8/6 1285G DIESEL, 1G DIESEL TREAT, 1440G UNLEADED	7,555.23	
		SUPPLIES-MISCELLANEOUS	53992	MELSTAN, INC.	5021	41034	RB1 8/6 (3) CORN FOR DUCKS	29.85	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4201364...	RB1 8/8 UNIFORMS	226.96	
		BLDG REPAIRS-PARKS	60370	HURT'S WASTEWATER MANAGEMENT	3122	4296609...	RB1 6/26 PUMP & WASH SEPTIC TANKS @ MAG BEACH	867.50	
		MISCELLANEOUS	63920	BOSART LOCK & KEY INC	486	128157	RB1 8/5 INST NEW LOCKS @ PCT1 & LAYDOWN YD	1,044.95	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615529...	RB1 8/13 ACT# 361-552-9242- 021403-5 PHONE 8/13- 9/12	246.79	
		UTILITIES	66600	CENTERPOINT ENERGY	1805	5118678...	RB1 8/15 ACT# 5118678-1 CCF 1 7/12- 8/9	52.02	
ROAD AND BRIDGE-PRECINCT #1	Total 540							10,023.30	0.00

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ROAD AND BRIDGE-PRECINCT #2	550	MACHINERY PARTS/SUPPLIES	53210	VICTORIA FARM EQUIPMENT CO INC	8207	69420	RB2 8/6 MISC PARTS FOR SHREDDER	113.13	
		ROAD & BRIDGE SUPPLIES	53510	KC LEASE SERVICE INC	2893	79745	RB2 7/31 196.35T 3/4" TO DUST LIMESTONE	6,803.53	
		TOOLS	53595	ULINE	8067	1811456...	RB2 7/29 (2) DRUM TOPPERS	214.27	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4201053...	RB2 8/6 SCRAPER MAT	5.92	
		SUPPLIES-MISCELLANEOUS	53992	MELSTAN, INC.	5021	41111	RB2 8/12 RUBBER BOOTS	112.80	
			53992	TRACTOR SUPPLY CREDIT PLAN	7995	2005585...	RB2 7/6 (4) TARPS	359.96	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4201053...	RB2 8/6 UNIFORMS	89.90	
		MACHINERY/EQUIPMENT REPAIRS	63530	SHOPPA'S FARM SUPPLY	7366	1813177	RB2 8/5 REPL TRANSM INPUT SHAFT SEAL- JD3	7,411.57	
		OUTSIDE MAINTENANCE	64370	FIRESTONE OF PORT LAVACA LLC	5584	0086677	RB2 8/8 REPL FAN CLUTCH & RADIATOR- 2004 DODGE	895.98	
			64370	VICTORIA BUILDER SUPPLY CO.INC	8255	15541151	RB2 7/9 SVC MOSQUITO GARAGE DOOR	330.00	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	9972862...	RB2 8/4 ACT# 997286221 IPAD WIFI 8/5- 9/4	74.98	
		UTILITIES	66600	UNDINE TEXAS LLC - GBRA (31)	80670	5700123...	RB2 7/30 ACT# 79031-5700123200 WATER 6/20- 7/19	68.34	
ROAD AND BRIDGE-PRECINCT #2	Total 550							16,480.38	0.00
ROAD AND BRIDGE-PRECINCT #3	560	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	161158	RB3 7/10 WATER	35.75	
		MACHINERY PARTS/SUPPLIES	53210	HATEC INTERNATIONAL INC	3116	1840191...	RB3 4/18 HYD HOSES-BACKHOE	597.02	
			53210	GULF COAST HARDWARE LLC	63193	191084	RB3 8/7 VALVES, NIPPLE-OIL TANK	69.74	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB3 8/4 BATTERY, METER GAUGE- U36	231.04	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB3 8/5 DIESEL FLUID, FILTER, PLUGS- MOSQUITO SPRAYER	88.86	

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			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB3 8/5 SWAY BAR LINKS-U36	32.74	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB3 8/7 PLUG- OIL TANK	9.74	
			53210	VICTORIA OLIVER COMPANY INC	8232	P26107	RB3 8/7 FAN KIT- MOWER	101.53	
		ROAD & BRIDGE SUPPLIES	53510	QUALITY HOT MIX INC	6603	28966	RB3 8/5 21.29T HOT MIX COLD LAID	2,171.58	
		GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	7287524...	RB3 8/12 297G DIESEL, 751G UNLEADED	2,948.54	
		EQUIPMENT RENTAL	62510	ANDERSON MACHINERY CO., INC.	13	R5015N	RB3 7/30 COMPACTOR RENTAL 7/30- 8/26	4,907.82	
			62510	LEGACY DISPOSAL & SANITATION	2988	I394	RB3 8/9 PORTABLE TOILET RENTAL 8/9- 9/5	295.00	
ROAD AND BRIDGE-PRECINCT #3	Total 560							11,489.36	0.00
ROAD AND BRIDGE-PRECINCT #4	570	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	39933075	RB4 8/7 PAPER, CLIPS, PENS, TAPE, ENVELOPES	95.12	
		MACHINERY PARTS/SUPPLIES	53210	ANDERSON MACHINERY CO., INC.	13	P502L9	RB4 7/29 TONGUE, FILTERS, MISC PARTS	837.18	
			53210	ANDERSON MACHINERY CO., INC.	13	P502LB	RB4 7/31 WIPTER- ARM, BLADE, SWITCH, MOTOR FOR GRADALL	1,011.14	
			53210	NUECES POWER EQUIPMENT	5449	48740V	RB4 8/7 TIE RODS	356.12	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB4 8/1 TRAILER CONNECTOR, PIG TAIL, GROMMET	110.79	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB4 8/5 WHEEL HUB DUST CAP	21.33	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB4 8/7 HEADLIGHT, HARNESS, VALVE, FITTING	36.59	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB4 8/8 CREDIT ON RETURNED BELT		24.93
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301116...	RB4 8/8 BELTS	40.17	

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		INSECTICIDES/PESTICIDES	53630	TARGET SPECIALTY PRODUCTS	99900	INVP50...	RB4 7/31 50G PERMANONE 30-30, 275G BVA 13 ULV DILUENT	7,330.00	
		SUPPLIES-MISCELLANEOUS	53992	CINTAS CORPORATION LOC. 083	958	4201619...	RB4 8/12 MISC SUPP	11.40	
		EQUIPMENT RENTAL	62510	ANDERSON MACHINERY CO., INC.	13	R50161	RB4 8/7 ROLLER RENTAL 8/7- 9/3	3,605.75	
		MISCELLANEOUS	63920	TISD INC.	7646	1091222...	RB4 8/9 ACT# 109122 SEPT 2024 INTERNET	74.99	
			63920	TISD INC.	7646	8720240...	RB4 8/9 ACT# 000087 SEPT 2024 INTERNET	44.99	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619830...	RB4 8/10 ACT# 361-983-0024- 100102-5 PHONE 8/10- 9/9	57.37	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4201619...	RB4 8/12 UNIFORMS	102.11	
ROAD AND BRIDGE-PRECINCT #4	Total 570							13,735.05	24.93
SHERIFF	760	GENERAL OFFICE SUPPLIES	53020	DUDLEY ALYSHA A	1491	5918	SO 8/4 GARCIA & HARRIS NAME PLATES	44.00	
			53020	CINTAS CORPORATION LOC. 083	958	4201365...	SO 8/8 SCRAPER MATS	83.37	
		TIRES AND TUBES	53520	FIRESTONE OF PORT LAVACA LLC	5584	0086722	SO 8/12 FLAT REP- U00	25.00	
		UNIFORMS	53995	RIDGECRESTPRODUC... INC	5586	652676	SO 7/22 BADGES	441.50	
		AUTOMOTIVE REPAIRS	60360	KNEUPPER CARROLL	3678	45220	SO 7/15 OIL CHG- U00	100.94	
			60360	KNEUPPER CARROLL	3678	45822	SO 8/9 OIL CHG- U3	131.17	
			60360	KNEUPPER CARROLL	3678	45883	SO 8/12 OIL CHG- OSG22	98.94	
			60360	PORT LAVACA CHEVROLET	6250	157656	SO 8/6 HARNESS- U2	1,570.71	
			60360	CARY'S TIRE & AUTOMOTIVE LLC	89820	30715	SO 7/23 BRAKES- U00	796.00	
		VEHICLES	74055	WARD MIKE JR	1823	34929	SO 8/8 ADD DECALS- NEW U20	950.00	
			74055	WARD MIKE JR	1823	34930	SO 8/8 ADD DECALS- NEW U23	950.00	

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SHERIFF	Total 760							5,191.63	0.00
WASTE MANAGEMENT	380	MACHINERY/EQUIPMENT REPAIRS	63530	POWER ELECTRIC LLC	2927	1827	WASTE MGMT 8/5 WORK ON COMPACTOR	1,005.00	
WASTE MANAGEMENT	Total 380							1,005.00	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.21.24

2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CAPITAL OUTLAY	70750	RODRIGUEZ JOSE CRUZ OLACHIA	8574	008	AIRPORT 8/12 3252 SQFT CONCRETE	21,592.00	
NO DEPARTMENT	Total 999							21,592.00	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.21.24

2697 - DONATIONS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SOUVENIR/GIFT ITEMS	53973	CIMPRESS USA INCORPORATED	3799	1137922...	MUSEUM 7/29 FLASHLIGHT KEYCHAINS	256.90	
NO DEPARTMENT	Total 999							256.90	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS	20533	TMPA	7723	PO0816...	CALCO 8/15 AUG 2024 PREMIUMS	2.70	
NO DEPARTMENT	Total 999							2.70	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.21.24

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	REPAIRS-P.O.C. COMMUNITY CENTER	65482	LAUGER COMPANIES INC	4800	511963	POC CC 7/31 GUTTER REPL	1,267.00	
		UTILITIES-POC COMMUNITY CENTER	66616	FRONTIER COMMUNICATIONS	2855	3619834...	POC CC 8/13 ACT# 361-983-4485- 102899-5 PHONE 8/13- 9/12	50.37	
			66616	INFINIUM BROADBAND INTERNET	3378	83974	POC CC 8/17 ACT# ACC0004004 INTERNET 8/17- 9/17	150.00	
NO DEPARTMENT	Total 999							1,467.37	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CAPITAL OUTLAY	70750	CDW GOVERNMENT INC	1152	SG51964	LATCF 7/11 NETWORK PATCH CABLES & FIBER MODULES	1,832.30	
			70750	CDW GOVERNMENT INC	1152	SQ58758	LATCF 8/1 PWR DIST OUTLETS- BACKUPS COMM EQUIP	709.78	
NO DEPARTMENT	Total 999							2,542.08	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.21.24

5149 - CPRJ-OLIVIA HATERIUS PARK IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CONTRACT SERVICES	61240	CARRILES KAYNE	13251	1989	CAP PROJ 7/23 OHP IMPR 1ST DRAW- PAVILION BLD	20,000.00	
			61240	KRAFTSMAN LP	4596	40387	CAP PROJ 7/24 OHP IMPR- INSTALL SWINGSET	15,200.57	
NO DEPARTMENT	Total 999							35,200.57	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHERS	20751	TEXAS DEPT OF PUBLIC SAFETY	70480	PO7405...	JUV PROB 7/31 RESTITUTION COLLECTED	196.00	
NO DEPARTMENT	Total 999							196.00	0.00

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...	CALCO 8/15 JULY 2024 INTEREST EARNED-DISTRICTS	0.11	
			20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2024...	TAX A/C JULY 2024 TAX COLLECS	23.65	
		DUE TO OTHERS	20751	MCCREARY VESELKA BRAGG	5088	PODTA2...	TAX A/C 8/8 JULY 2024 DTA FEES	263.01	
			20751	CALHOUN CO. INDEPENDENT	807	PO2024J...	CALCO 8/16 REMAINING BAL OF PILT GRANT FUNDS	440.21	
NO DEPARTMENT	Total 999							726.98	0.00

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS	20533	TMPA	7723	PO0816...	CALCO 8/15 AUG 2024 PREMIUMS	29.54	
		ELECTRONIC MONITORING	62380	SATELLITE TRACKING OF	6374	STPINV...	JUV PROB 7/31 JULY 2024 ELEC MONITORING SVCS	111.00	
		MEDICAL/DENTAL FEES	63776	NUECES COUNTY	5473	3492014...	JUV PROB 8/7 JULY 2024 MEDICAL (2) JUV	111.39	
			63776	VICTORIA REGIONAL JUVENILE	8249	432024	JUV PROB 5/1 APRIL 2024 MEDICAL (1) JUV	4.99	
		RESIDENT SERV & DETENT-PRE&POST ADJUDICA	65543	NUECES COUNTY	5473	3492014...	JUV PROB 8/7 JULY 2024 PLACEMENT (2) JUV	7,200.00	
			65543	JUDGE MARIO E RAMIREZ JR	7049	PO7401...	JUV PROB 8/7 JUNE 2024 PLACEMENT (2) JUV	4,500.00	
			65543	JUDGE MARIO E RAMIREZ JR	7049	PO7401...	JUV PROB 8/7 JULY 2024 PLACEMENT (2) JUV	6,304.00	
			65543	VICTORIA REGIONAL JUVENILE	8249	732024	JUV PROB 8/1 JULY 2024 DETENTION SVCS (2) JUV	5,400.00	
		RESIDENTIAL SERVICE-MENTAL HEALTH SERVIC	65545	JUDGE MARIO E RAMIREZ JR	7049	PO7401...	JUV PROB 8/7 JUNE 2024 PLACEMENT (1) JUV	4,500.00	
			65545	JUDGE MARIO E RAMIREZ JR	7049	PO7401...	JUV PROB 8/7 JULY 2024 PLACEMENT (1) JUV	2,996.00	
NO DEPARTMENT	Total 999							31,156.92	0.00
Report Total								321,377.72	43.43

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---August 21, 2024

by:CT

INDIGENT HEALTHCARE FUND:

INDIGENT EXPENSES

HEB Pharmacy (Medimpact) Pharmacy Reimbursement		9.97
MMCenter (In-patient $0/ Out-patient $30.25 / ER $0)		30.25
SUBTOTAL		**40.22**
Memorial Medical Center (Indigent Healthcare Payroll and Expenses)		**4,166.67**
	Subtotal	4,206.89
Co-pays adjustments for July 2024		**0.00**
Reimbursement from Medicaid		**0.00**
TOTAL APPROVED INDIGENT HEALTHCARE FUND EXPENSES		**4,206.89**

800 00000008/21/2024 01 CALHOUN COUNTY, TEXAS

DATE: 8/21/2024

CC Indigent Health Care

VENDOR # 852

ACCOUNT NUMBER	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
1000-800-98722-999	Transfer to pay bills for Indigent Health Care			$4,206.89
	approved by Commissioners Court on 08/21/2024			
1000-001-46010	July 31, 2024 Interest			($10.79)
				$4,196.10

COUNTY AUDITOR APPROVAL ONLY

APPROVED ON

AUG 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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.

BY: Linda O Hernandez 8/21/2024

DEPARTMENT HEAD DATE

©IHS
Issued 08/12/24

Source Totals Report

Calhoun Indigent Health Care
Batch Dates 08/01/2024 through 08/01/2024
For Source Group Indigent Health Care
For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	9.97	9.97
14	Mmc - Hospital Outpatient	64.00	30.25
	Expenditures	73.97	40.22
	Reimb/Adjustments		
	Grand Total	**73.97**	**40.22**

Expenses	4166.67
Co Pays	<0.00>
	4,206.89

8/12/2024

APPROVED ON

AUG 14 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

©IHS
Issued 08/12/24

Source Totals Report

Calhoun Indigent Health Care
Batch Dates 02/01/2024 through 08/01/2024
For Source Group Indigent Health Care
For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	42.57	28.92
08	Rural Health Clinics	240.00	240.00
14	Mmc - Hospital Outpatient	1,152.00	591.26
	Expenditures	1,459.45	885.06
	Reimb/Adjustments	-24.88	-24.88
	Grand Total	**1,434.57**	**860.18**

Expenses	29,166.69
Co Pays	< 20.00 >
	30,006.87

8/12/2024

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	4	0	1	4
April	1	0	0	2	0
May	1	6	0	3	0
June	0	1	0	3	2
July	0	1	1	2	2
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	2	18	3	13	20
Monthly Avg	0	2	0	1	2
December 2023 Active		4			

Number of Charity patients	232
Number of Charity patients below **50% FPL**	125
Number of Charity patients who meet State Indigent Guidelines	116

Calhoun County Pharmacy Assistance Patient Caseload 2024

	Approved	Refills	Removed	Active	Value
January	6	18	0	7	$9,662.15
February	0	0	0	10	$0.00
March	3	9	0	17	$8,345.67
April	5	15	0	20	$8,332.53
May	5	15	0	22	$13,588.44
June	1	3	0	26	$3,567.00
July	2	6	0	28	$2,872.47
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					$46,368.26
Monthly Avg	2	6	-	11	$3,864.02
December 2023 Active		36			

8/12/2024

MEMORIAL MEDICAL CENTER

So Much. So Close!

815 N. Virginia St. Port Lavaca, Texas 77979 (361) 552-6713

Date: 8/8/2024
Invoice # 398
For: Jul-24

Bill To:
Calhoun County

DESCRIPTION	AMOUNT
Funds to cover Indigent program operating expenses.	$ 4,166.67

Total $ 4,166.67

Andrew De Los Santos
Controller

APPROVED ON
AUG 15 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

PROSPERITY BANK®

Statement Date 7/31/2024
Account No ****4551

THE COUNTY OF CALHOUN TEXAS
CAL CO INDIGENT HEALTHCARE
202 S ANN ST STE A
PORT LAVACA TX 77979

13218

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No ****4551

07/01/2024	Beginning Balance				$9,670.62
	3 Deposits/Other Credits			+	$4,250.16
	4 Checks/Other Debits			-	$8,402.82
07/31/2024	Ending Balance	31	Days in Statement Period		$5,517.96
	Total Enclosures				6

DEPOSITS/OTHER CREDITS

Date	Description	Amount
07/10/2024	Deposit	$4,229.37
07/18/2024	Deposit	$10.00
07/31/2024	Accr Earning Pymt Added to Account	$10.79

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount
12636	07-10	$4,166.67	12638	07-23	$60.50
12637	07-23	$4,166.67	12639	07-23	$8.98

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
07-01	$9,670.62	07-18	$9,743.32	07-31	$5,517.96
07-10	$9,733.32	07-23	$5,507.17		

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

Interest Paid This Period	$10.79	Annual Percentage Yield Earned	1.51 %
Interest Paid YTD	$79.11	Days in Earnings Period	31
		Earnings Balance	$8,489.78

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101041 : 01321801

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---August 21, 2024

PAYABLES AND PAYROLL			
8/15/2024	Weekly Payables	374,262.00	
8/19/2024	Sherwin Williams Critical	163.21	
8/19/2024	Capital One Critical	955.69	
8/19/2024	Third Coast Distributing LLC Critical	984.99	
8/15/2024	Citibank Credit Card-see attached (Erin)	6,074.55	
8/15/2024	CitiBank Credit Card-See attached (Steve)	874.26	
8/19/2024	McKesson-340B Prescription Expense	10,708.30	
8/19/2024	Amerisource Bergen-340B Prescription Expense	3,155.74	
8/19/2024	Payroll Liabilities-Payroll Taxes	177.42	
8/19/2024	Payroll	606.43	
8/19/2024	Health Equity - Wage Works employee FSA	7,225.21	
	Prosperity Electronic Bank Payments		
8/19/2024	90 Degree Benefits - employee insurance claims	20,130.00	
8/19/2024	Sales Tax - July 2024	2,208.23	
8/19/2024	TCDRS July Retirement	184,548.86	
8/19/2024	Pay Plus-Patient Claims Processing Fee	441.37	
8/19/2024	Credit Card Lease Fee	285.82	
8/19/2024	Harland Clarke Check Order	60.36	
8/19/2024	Credit Card Processing Fee	4,335.72	
TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS			**$ 617,198.16**
TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES			
8/15/2024	MMC Operating to Ashford-UHC QIPP YR7 June 2024	8,495.73	
8/15/2024	MMC Operating to Solera-UHC QIPP YR7 June 2024	2,624.83	
8/15/2024	MMC Operating to Fort bend-UHC QIPP YR7 June 2024	2,655.10	
8/15/2024	MMC Operating to Broadmoor-UHC QIPP YR7 June 2024	3,332.79	
8/15/2024	MMC Operating to The Crescent-UHC QIPP YR7 June 2024	2,280.03	
8/15/2024	MMC Operating to Golden Creek Healthcare-Correction of insurance payment deposited into MMC Operating in error/UHC QIPP YR7 June 2024	11,753.73	
8/15/2024	MMC Operating to Tuscany Village-Correction of insurance payment deposited into MMC operating in error/UHC QIPP YR7 June 2024	16,034.95	
8/15/2024	MMC Operating to Bethany-Correction insurance payment deposited into MMC Operating in error/UHC QIPP YR7 June 2024	64,592.50	
TOTAL TRANSFERS BETWEEN FUNDS			**$ 111,769.86**
NURSING HOME UPL EXPENSES			
8/19/2024	Nursing Home UPL-Cantex Transfer	727,228.12	
8/19/2024	Nursing Home UPL-Nexion Transfer	49,080.57	
8/19/2024	Nursing Home UPL-HMG Transfer	5,015.91	
8/19/2024	Nursing Home UPL-Tuscany Transfer	135,325.73	
8/19/2024	Nursing Home UPL-HSL Transfer	17,995.76	
QIPP CHECKS TO MMC			
8/19/2024	Ashford - Molina QIPP June Q3 & YR5 ADJ 3 hospital portion	22,306.04	
8/19/2024	Broadmoor -Molina QIPP June Q3 & YR5 ADJ 3 hospital portion	8,308.82	
8/19/2024	Crescent - Molina QIPP June Q3 & YR5 ADJ 3 hospital portion	6,118.20	
8/19/2024	Fort Bend - Molina QIPP June Q3 & YR5 ADJ 3 hospital portion	6,908.22	
8/19/2024	Solera - Molina QIPP June Q3 & YR5 ADJ 3 hospital portion	6,594.84	
8/19/2024	Golden Creek - Superior June QIPP hospital portion	20,830.62	
8/19/2024	Bethany-Superior June QIPP hospital portion	21,263.06	
8/19/2024	Tuscany - Molina QIPP June Q3 & YR5 ADJ 3 hospital portion	13,017.28	
TOTAL NURSING HOME UPL EXPENSES			**$ 1,039,993.17**
TOTAL INTER-GOVERNMENT TRANSFERS			**$ -**
GRAND TOTAL DISBURSEMENTS APPROVED August 21, 2024			**$ 1,768,960.99**

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 15 2024

08/15/2024
13:11

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 09/06/2024

CALHOUN COUNTY, TEXAS

0
ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code
13180	ADVANCED STERILIZATION PRODUCT		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
8020719271		08/01/202	08/02/202	09/02/202			879.90	0.00	0.00	879.90

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	13180	ADVANCED STERILIZATION PRODUCT	879.90	0.00	0.00	879.90

Vendor#	Vendor Name	Class	Pay Code
A1680	AIRGAS USA, LLC - CENTRAL DIV	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
5509863905	OXYGEN	08/13/202	07/31/202	08/30/202			585.23	0.00	0.00	585.23

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	A1680	AIRGAS USA, LLC - CENTRAL DIV	585.23	0.00	0.00	585.23

Vendor#	Vendor Name	Class	Pay Code
14028	AMAZON CAPITAL SERVICES		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
167XFTFTTK7C		08/01/202	08/05/202	09/04/202			76.89	0.00	0.00	76.89

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14028	AMAZON CAPITAL SERVICES	76.89	0.00	0.00	76.89

Vendor#	Vendor Name	Class	Pay Code
A1360	AMERISOURCEBERGEN DRUG CORP	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
3183109125		07/31/202	07/28/202	08/10/202			740.00	0.00	0.00	740.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	A1360	AMERISOURCEBERGEN DRUG CORP	740.00	0.00	0.00	740.00

Vendor#	Vendor Name	Class	Pay Code
13244	ASD HEALTHCARE		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
804814647		08/01/202	08/02/202	09/01/202			7.84	0.00	0.00	7.84

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	13244	ASD HEALTHCARE	7.84	0.00	0.00	7.84

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
111471394		07/24/202	08/08/202	09/02/202			1,241.74	0.00	0.00	1,241.74
111479919		08/05/202	08/04/202	09/03/202			453.84	0.00	0.00	453.84
111481462		08/07/202	08/05/202	09/04/202			87.50	0.00	0.00	87.50
111481600		08/07/202	08/05/202	09/04/202			1,037.15	0.00	0.00	1,037.15
7366627	Meter Billing 7/1/24 - 7/31/24	08/13/202	08/02/202	08/27/202			6,591.28	0.00	0.00	6,591.28
111487812		08/13/202	08/07/202	09/06/202			5,759.11	0.00	0.00	5,759.11

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	B1220	BECKMAN COULTER INC	15,170.62	0.00	0.00	15,170.62

Vendor#	Vendor Name				Class	Pay Code				
11072	BIO-RAD LABORATORIES, INC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	907491100		08/01/202	08/02/202	09/02/202			889.16	0.00	0.00	889.16
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		11072	BIO-RAD LABORATORIES, INC					889.16	0.00	0.00	889.16
Vendor#	Vendor Name				Class	Pay Code				
13892	BLUE CROSS BLUE SHIELD REFUND									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	SEASKY0001		08/15/202	08/06/202	08/06/202			47.75	0.00	0.00	47.75
	56382400061967		08/15/202	08/06/202	08/20/202			4,038.24	0.00	0.00	4,038.24
	Vendor Totals:	Number	Name					no invoice Gross	Discount	No-Pay	Net
		13892	BLUE CROSS BLUE SHIELD REFUND					4,085.99	0.00	0.00	4,085.99
Vendor#	Vendor Name				Class	Pay Code				
11224	CABLES AND SENSORS									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	176847		08/01/202	08/14/202	08/14/202			168.00	0.00	0.00	168.00
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		11224	CABLES AND SENSORS					168.00	0.00	0.00	168.00
Vendor#	Vendor Name				Class	Pay Code				
C1048	CALHOUN COUNTY				W					
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	204373753066300		07/31/202	07/26/202	08/25/202			731.11	0.00	0.00	731.11
		061824-071824 SERVICE PERIOD						701 N Virginia St.			
	204373753030019		07/31/202	07/26/202	08/25/202			765.71	0.00	0.00	765.71
		051724-061824 SERVICE PERIOD						701 N Virginia St.			
	204373753031227		07/31/202	07/26/202	08/25/202			8.47	0.00	0.00	8.47
		052124-062024 SERVICE PERIOD						815 N Virginia St			
	204373753065367		07/31/202	07/26/202	08/25/202			19.78	0.00	0.00	19.78
		061824-071824 SERVICE PERIOD						Hospital St. ODL			
	204373753029644		07/31/202	07/26/202	08/25/202			19.97	0.00	0.00	19.97
		051724-061824						Hospital St. ODL			
	204373753065594		07/31/202	07/26/202	08/25/202			36,914.24	0.00	0.00	36,914.24
		061724-071724						Hospital St.			
	204373753066044		07/31/202	07/26/202	08/25/202			1,864.73	0.00	0.00	1,864.73
		061824-071824						1016 N Virginia St.			
	204373753029656		07/31/202	07/26/202	08/25/202			1,954.03	0.00	0.00	1,954.03
		051724-061824						1016 N Virginia St.			
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		C1048	CALHOUN COUNTY					42,278.04	0.00	0.00	42,278.04
Vendor#	Vendor Name				Class	Pay Code				
C1600	CITIZENS MEDICAL CENTER				W					
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	202423		07/31/202	08/09/202	08/09/202			61,950.26	0.00	0.00	61,950.26
				July 2024							
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		C1600	CITIZENS MEDICAL CENTER					61,950.26	0.00	0.00	61,950.26
Vendor#	Vendor Name				Class	Pay Code				
15188	CLARITY ENROLLMENT SOLUTIONS									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	1699		08/01/202	08/01/202	08/31/202			348.00	0.00	0.00	348.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	15188	CLARITY ENROLLMENT SOLUTIONS	348.00	0.00	0.00	348.00

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
918423		08/01/202	07/31/202	08/30/202			2,371.80	0.00	0.00	2,371.80

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14080	CORROHEALTH, INC.	2,371.80	0.00	0.00	2,371.80

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
INV00001461		07/31/202	07/31/202	08/30/202			33,001.79	0.00	0.00	33,001.79

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14400	CULINARY CONCESSIONS LLC	33,001.79	0.00	0.00	33,001.79

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
DTR2407018		08/13/202	08/06/202	08/06/202			733.52	0.00	0.00	733.52

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10060	DETAR HOSPITAL	733.52	0.00	0.00	733.52

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
7625390		08/01/202	07/25/202	08/19/202			98.54	0.00	0.00	98.54
7633270		08/14/202	08/06/202	08/31/202			294.15	0.00	0.00	294.15

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10368	DEWITT POTH & SON	392.69	0.00	0.00	392.69

Vendor#	Vendor Name	Class	Pay Code
11011	DIAMOND HEALTHCARE CORP		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
IN20056315	BEV HEALTH JULY	07/01/202	08/01/202	08/31/202			31,144.58	0.00	0.00	31,144.58

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11011	DIAMOND HEALTHCARE CORP	31,144.58	0.00	0.00	31,144.58

Vendor#	Vendor Name	Class	Pay Code
10842	DOOR CONTROL SERVICES, INC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
SMINV380718		08/06/202	08/01/202	08/31/202			2,255.10	0.00	0.00	2,255.10

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10842	DOOR CONTROL SERVICES, INC	2,255.10	0.00	0.00	2,255.10

Vendor#	Vendor Name	Class	Pay Code
15240	ECLINICAL WORKS LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
0003006892		08/07/202	08/01/202	08/31/202			476.75	0.00	0.00	476.75

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	15240	ECLINICAL WORKS LLC	476.75	0.00	0.00	476.75

Vendor#	Vendor Name	Class	Pay Code
11091	ECOLAB		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net

6347052578		08/13/202	08/01/202	08/31/202		220.00	0.00	0.00	220.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11091	ECOLAB	220.00	0.00	0.00	220.00

Vendor# F1400 — Vendor Name: FISHER HEALTHCARE — Class: M — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
4271973		08/01/202	08/01/202	08/31/202			1,255.68	0.00	0.00	1,255.68
4307200		08/01/202	08/02/202	08/27/202			814.80	0.00	0.00	814.80
4307201		08/01/202	08/02/202	09/01/202			156.48	0.00	0.00	156.48
4233543		08/14/202	07/31/202	08/30/202			235.85	0.00	0.00	235.85
4271972		08/14/202	08/01/202	08/31/202			8,238.26	0.00	0.00	8,238.26

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	F1400	FISHER HEALTHCARE	10,701.07	0.00	0.00	10,701.07

Vendor# G0906 — Vendor Name: GE HEALTHCARE FIN SRVS — Class: W — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
100918155		08/13/202	07/28/202	09/01/202			4,610.52	0.00	0.00	4,610.52

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	G0906	GE HEALTHCARE FIN SRVS	4,610.52	0.00	0.00	4,610.52

Vendor# 12404 — Vendor Name: GE PRECISION HEALTHCARE, LLC — Class: — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
6002725804		08/01/202	08/01/202	08/31/202			86.67	0.00	0.00	86.67
6002725805		08/01/202	08/01/202	08/31/202			2,422.50	0.00	0.00	2,422.50
6002725810		08/01/202	08/01/202	08/31/202			5,665.83	0.00	0.00	5,665.83
6002725806		08/01/202	08/01/202	08/31/202			61.67	0.00	0.00	61.67
6002725803		08/01/202	08/01/202	08/31/202			3,588.58	0.00	0.00	3,588.58
6002726128	AUGUST SERVICE PERIOD	08/13/202	08/01/202	08/31/202			216.10	0.00	0.00	216.10

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12404	GE PRECISION HEALTHCARE, LLC	12,041.35	0.00	0.00	12,041.35

Vendor# W1300 — Vendor Name: GRAINGER — Class: M — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
9199646168		08/01/202	07/30/202	08/29/202			30.40	0.00	0.00	30.40

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	W1300	GRAINGER	30.40	0.00	0.00	30.40

Vendor# 12948 — Vendor Name: GREAT AMERICA FINANCIAL SVCS — Class: — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
37136421A		07/31/202	08/02/202	08/31/202			10,397.34	0.00	0.00	10,397.34

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net

	12948	GREAT AMERICA FINANCIAL SVCS					10,397.34	0.00	0.00	10,397.34
Vendor#	Vendor Name					Class	Pay Code			
G1210	GULF COAST PAPER COMPANY					M				
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	2558981		08/01/202	08/06/202	09/05/202			62.98	0.00	0.00	62.98
	2558980		08/01/202	08/06/202	09/05/202			62.98	0.00	0.00	62.98
	2558979		08/01/202	08/06/202	09/05/202			189.13	0.00	0.00	189.13
	2558984		08/01/202	08/06/202	09/05/202			62.98	0.00	0.00	62.98
	2558986		08/01/202	08/06/202	09/06/202			1,439.28	0.00	0.00	1,439.28
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		G1210	GULF COAST PAPER COMPANY					1,817.35	0.00	0.00	1,817.35
Vendor#	Vendor Name					Class	Pay Code				
12380	HEALTH SOLUTIONS DIETETICS										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	070524A		08/13/202	08/08/202	08/08/202			3,400.00	0.00	0.00	3,400.00
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		12380	HEALTH SOLUTIONS DIETETICS					3,400.00	0.00	0.00	3,400.00
Vendor#	Vendor Name					Class	Pay Code				
H0031	HEB CREDIT RECEIVABLES DEPT308										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	4477		08/15/202	07/29/202	08/25/202			71.85	0.00	0.00	71.85
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		H0031	HEB CREDIT RECEIVABLES DEPT308					71.85	0.00	0.00	71.85
Vendor#	Vendor Name					Class	Pay Code				
14916	HEWLETT-PACKARD										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	100000324601		07/23/202	07/18/202	09/01/202			573.53	0.00	0.00	573.53
		SEPTEMBER									
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		14916	HEWLETT-PACKARD					573.53	0.00	0.00	573.53
Vendor#	Vendor Name					Class	Pay Code				
H1610	HOBBY LOBBY					W					
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	073124		07/31/202	07/31/202	08/15/202			448.75	0.00	0.00	448.75
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		H1610	HOBBY LOBBY					448.75	0.00	0.00	448.75
Vendor#	Vendor Name					Class	Pay Code				
10922	HUNTER PHARMACY SERVICES										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	6113		07/31/202	07/31/202	08/20/202			14,936.01	0.00	0.00	14,936.01
		PHARM SALARY									
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		10922	HUNTER PHARMACY SERVICES					14,936.01	0.00	0.00	14,936.01
Vendor#	Vendor Name					Class	Pay Code				
14976	INOVALON PROVIDER INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	24M0105913		08/06/202	08/06/202	09/05/202			736.56	0.00	0.00	736.56
		SCHEDULIONG 8/1/24 - 8/31/24									

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14976	INOVALON PROVIDER INC.	736.56	0.00	0.00	736.56

Vendor#	Vendor Name	Class	Pay Code
14540	JINDAL X LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
202425030		07/31/202	08/08/202	08/22/202			9,000.00	0.00	0.00	9,000.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14540	JINDAL X LLC	9,000.00	0.00	0.00	9,000.00

Vendor#	Vendor Name	Class	Pay Code
15608	[redacted]		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
BELJOH0002		08/15/202	08/06/202	08/06/202			0.94	0.00	0.00	0.94

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	15608	[redacted]	0.94	0.00	0.00	0.94

Vendor#	Vendor Name	Class	Pay Code
K0530	KCI USA	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
32677890		07/17/202	06/13/202	07/13/202			1,070.08	0.00	0.00	1,070.08

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	K0530	KCI USA	1,070.08	0.00	0.00	1,070.08

Vendor#	Vendor Name	Class	Pay Code
L0700	LABCORP OF AMERICA HOLDINGS	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
80875660		08/13/202	07/27/202	08/21/202			36.29	0.00	0.00	36.29

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	L0700	LABCORP OF AMERICA HOLDINGS	36.29	0.00	0.00	36.29

Vendor#	Vendor Name	Class	Pay Code
L1640	LOWE'S BUSINESS ACCT/SYNCB	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
080224		08/15/202	08/02/202	08/28/202			888.01	0.00	0.00	888.01

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	L1640	LOWE'S BUSINESS ACCT/SYNCB	888.01	0.00	0.00	888.01

Vendor#	Vendor Name	Class	Pay Code
10972	M G TRUST		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
081224		08/15/202	08/12/202	08/12/202			895.00	0.00	0.00	895.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10972	M G TRUST	895.00	0.00	0.00	895.00

Vendor#	Vendor Name	Class	Pay Code
M2178	MCKESSON MEDICAL SURGICAL INC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
21809374		08/01/202	03/07/202	04/15/202			233.51	0.00	0.00	233.51
21815895		08/01/202	03/08/202	04/15/202			77.41	0.00	0.00	77.41
21766665		08/14/202	02/27/202	03/15/202			1,343.97	0.00	0.00	1,343.97
21782711		08/14/202	03/01/202	04/15/202			1,109.51	0.00	0.00	1,109.51
22223054		08/14/202	06/12/202	07/15/202			180.56	0.00	0.00	180.56

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	M2178	MCKESSON MEDICAL SURGICAL INC	2,944.96	0.00	0.00	2,944.96

Vendor#	Vendor Name	Class	Pay Code
11141	MEDICAL DATA SYSTEMS, INC.		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
192603		07/31/202	05/31/202	06/25/202			2,041.63	0.00	0.00	2,041.63
	COLLECTION FEES 05/24									
192604		07/31/202	05/31/202	06/25/202			2,623.75	0.00	0.00	2,623.75
	COLLECTION FEES 05/24									
193294		07/31/202	06/30/202	07/25/202			987.42	0.00	0.00	987.42
193295		07/31/202	06/30/202	07/25/202			2,132.76	0.00	0.00	2,132.76
	COLLECTION FEES 06/24									
193963		07/31/202	06/30/202	07/25/202			67.46	0.00	0.00	67.46

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11141	MEDICAL DATA SYSTEMS, INC.	7,853.02	0.00	0.00	7,853.02

Vendor#	Vendor Name	Class	Pay Code
M2470	MEDLINE INDUSTRIES INC	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2330193407		08/07/202	08/07/202	09/01/202			71.10	0.00	0.00	71.10
2330193421		08/07/202	08/07/202	09/01/202			3,153.01	0.00	0.00	3,153.01
2330193414		08/07/202	08/07/202	09/01/202			7,429.17	0.00	0.00	7,429.17
2330191999		08/07/202	08/07/202	09/01/202			24.32	0.00	0.00	24.32
2330193412		08/14/202	08/07/202	09/01/202			95.10	0.00	0.00	95.10
2330193411		08/14/202	08/07/202	09/01/202			101.42	0.00	0.00	101.42
2330193418		08/14/202	08/07/202	09/01/202			818.20	0.00	0.00	818.20
2330193400		08/14/202	08/07/202	09/01/202			3.21	0.00	0.00	3.21
2330193401		08/14/202	08/07/202	09/01/202			2,612.12	0.00	0.00	2,612.12
23330193423		08/14/202	08/07/202	09/01/202			119.10	0.00	0.00	119.10
2330193403		08/14/202	08/07/202	09/01/202			1,159.31	0.00	0.00	1,159.31
2330193422		08/14/202	08/07/202	09/01/202			5.62	0.00	0.00	5.62
2330193416		08/14/202	08/07/202	09/01/202			99.90	0.00	0.00	99.90
2330746458		08/14/202	08/10/202	09/04/202			30.92	0.00	0.00	30.92

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	M2470	MEDLINE INDUSTRIES INC	15,722.50	0.00	0.00	15,722.50

Vendor#	Vendor Name	Class	Pay Code
12204	MEMORIAL MEDICAL CENTER		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
080824		08/15/202	08/08/202	08/08/202			14.50	0.00	0.00	14.50

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12204	MEMORIAL MEDICAL CENTER	14.50	0.00	0.00	14.50

Vendor# 10963 Vendor Name: MEMORIAL MEDICAL CLINIC Class: Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
081224		08/15/202	08/12/202				119.00	0.00	0.00	119.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10963	MEMORIAL MEDICAL CLINIC	119.00	0.00	0.00	119.00

Vendor# 10764 Vendor Name: [redacted] Class: Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
081324		08/14/202	08/13/202	08/13/202			249.08	0.00	0.00	249.08

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10764	[redacted]	249.08	0.00	0.00	249.08

Vendor# 10536 Vendor Name: MORRIS & DICKSON CO, LLC Class: Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
CM43084		08/13/202	07/30/202	08/09/202			-8.80	0.00	0.00	-8.80
2273188		08/13/202	07/30/202	08/09/202			352.19	0.00	0.00	352.19
2273189		08/13/202	07/30/202	08/09/202			1,384.16	0.00	0.00	1,384.16
2273187	SUPPLIES	08/13/202	07/30/202	08/09/202			6.21	0.00	0.00	6.21
2278598	SUPPLIES	08/13/202	07/31/202	08/10/202			365.85	0.00	0.00	365.85
2278599	SUPPLIES	08/13/202	07/31/202	08/10/202			6.15	0.00	0.00	6.15
2283347	SUPPLIES	08/13/202	08/01/202	08/11/202			994.42	0.00	0.00	994.42
2280346	SUPPLIES	08/13/202	08/01/202	08/11/202			88.07	0.00	0.00	88.07
2283348	SUPPLIES	08/13/202	08/01/202	08/11/202			688.05	0.00	0.00	688.05
2289567	SUPPLIES	08/13/202	08/04/202	08/14/202			323.82	0.00	0.00	323.82
2289566		08/13/202	08/04/202	08/14/202			853.41	0.00	0.00	853.41
2293343	SUPPLIES	08/13/202	08/05/202	08/15/202			415.63	0.00	0.00	415.63
2293342		08/13/202	08/05/202	08/15/202			177.03	0.00	0.00	177.03
2293142		08/13/202	08/05/202	08/15/202			5,550.92	0.00	0.00	5,550.92
2294346		08/13/202	08/05/202	08/15/202			2.38	0.00	0.00	2.38
2293143	SUPPLIES	08/13/202	08/05/202	08/15/202			1.01	0.00	0.00	1.01
2299100	SUPPLIES	08/13/202	08/06/202	08/06/202			116.96	0.00	0.00	116.96
2299099		08/13/202	08/06/202	08/16/202			440.69	0.00	0.00	440.69
2303842		08/13/202	08/07/202	08/17/202			1,228.96	0.00	0.00	1,228.96

	SUPPLIES								
2303438		08/13/202	08/07/202	08/17/202		26.06	0.00	0.00	26.06
2303841		08/13/202	08/07/202	08/17/202		164.43	0.00	0.00	164.43
	SUPPLIES								
2302392		08/13/202	08/07/202	08/17/202		35.20	0.00	0.00	35.20
	SUPPLIES								
2302527		08/13/202	08/07/202	08/17/202		40.22	0.00	0.00	40.22
	SUPPLIES								
2307707		08/13/202	08/08/202	08/18/202		210.87	0.00	0.00	210.87
2307706		08/13/202	08/08/202	08/18/202		239.56	0.00	0.00	239.56
2307705		08/13/202	08/08/202	08/18/202		12.12	0.00	0.00	12.12

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10536	MORRIS & DICKSON CO, LLC	13,715.57	0.00	0.00	13,715.57

Vendor# M2659 — Vendor Name: MXR IMAGING, INC — Class: M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
8801168892		08/06/202	07/26/202	08/25/202			295.35	0.00	0.00	295.35

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	M2659	MXR IMAGING, INC	295.35	0.00	0.00	295.35

Vendor# 11472 — Vendor Name: OCCUPRO LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
36558		08/07/202	08/07/202	09/06/202			486.68	0.00	0.00	486.68

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11472	OCCUPRO LLC	486.68	0.00	0.00	486.68

Vendor# O1500 — Vendor Name: OLYMPUS AMERICA INC — Class: M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
36655051		08/01/202	08/07/202	09/06/202			1,125.00	0.00	0.00	1,125.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	O1500	OLYMPUS AMERICA INC	1,125.00	0.00	0.00	1,125.00

Vendor# 11155 — Vendor Name: PARAREV

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
918670		08/01/202	08/01/202	08/31/202			3,084.00	0.00	0.00	3,084.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11155	PARAREV	3,084.00	0.00	0.00	3,084.00

Vendor# 10032 — Vendor Name: PHILIPS HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
9024840261		08/01/202	02/21/202	03/22/202			244.94	0.00	0.00	244.94

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10032	PHILIPS HEALTHCARE	244.94	0.00	0.00	244.94

Vendor# 12708 — Vendor Name: POC ELECTRIC, LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
4075		08/13/202	04/26/202	05/01/202			600.00	0.00	0.00	600.00

Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
	12708	POC ELECTRIC, LLC					600.00	0.00	0.00	600.00

Vendor#	Vendor Name	Class	Pay Code
12480	PRO ENERGY PARTNERS LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
24070600		08/01/202	08/08/202	08/23/202			2,080.47	0.00	0.00	2,080.47

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12480	PRO ENERGY PARTNERS LLC	2,080.47	0.00	0.00	2,080.47

Vendor#	Vendor Name	Class	Pay Code
15604	[redacted]		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
HERROS0001		08/15/202	08/07/202	08/07/202			120.00	0.00	0.00	120.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	15604	[redacted]	120.00	0.00	0.00	120.00

Vendor#	Vendor Name	Class	Pay Code
11476	SAMS CLUB		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
072024		08/14/202	07/20/202	08/08/202			237.08	0.00	0.00	237.08

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11476	SAMS CLUB	237.08	0.00	0.00	237.08

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
5315		08/13/202	07/31/202	07/31/202			11.00	0.00	0.00	11.00
5535		08/13/202	07/31/202	07/31/202			237.60	0.00	0.00	237.60
5148		08/13/202	08/01/202	08/01/202			356.68	0.00	0.00	356.68
5147		08/13/202	08/01/202	08/01/202			120.01	0.00	0.00	120.01
10548		08/13/202	08/01/202	08/01/202			680.33	0.00	0.00	680.33

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14716	SINGLETON ASSOCIATES PA	1,405.62	0.00	0.00	1,405.62

Vendor#	Vendor Name	Class	Pay Code
S2345	SOUTHEAST TEXAS HEALTH SYS	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
26945		07/31/202	07/01/202	07/31/202			6,250.00	0.00	0.00	6,250.00

2024 QT July, Aug. & Sept.

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	S2345	SOUTHEAST TEXAS HEALTH SYS	6,250.00	0.00	0.00	6,250.00

Vendor#	Vendor Name	Class	Pay Code
C1010	SPARKLIGHT	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
080124		08/13/202	08/01/202	08/02/202			1,842.00	0.00	0.00	1,842.00
	INTERNET 0824 SERVICE PERIOI									
080624		08/13/202	08/06/202	08/07/202			404.05	0.00	0.00	404.05
	CABLE 0824 SERVICE PERIOD									

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	C1010	SPARKLIGHT	2,246.05	0.00	0.00	2,246.05

Vendor#	Vendor Name	Class	Pay Code

11772 STERIS INSTRUMENT MANAGEMENT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2838092		08/13/202	08/07/202	09/06/202			337.00	0.00	0.00	337.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11772	STERIS INSTRUMENT MANAGEMENT	337.00	0.00	0.00	337.00

Vendor# 15092 Vendor Name: STEVE BROCK — Class: — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
081424		08/15/202	08/14/202	08/14/202			383.92	0.00	0.00	383.92
	EXPENSES Conference 7/24/24 - 7/27/24									

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	15092	STEVE BROCK	383.92	0.00	0.00	383.92

Vendor# 15244 Vendor Name: TEXAS ELITE THERAPY TEAM LLC — Class: — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
073124		07/31/202	07/31/202	07/31/202			15,650.00	0.00	0.00	15,650.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	15244	TEXAS ELITE THERAPY TEAM LLC	15,650.00	0.00	0.00	15,650.00

Vendor# 14372 Vendor Name: TRIAGE, LLC — Class: — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INV1796995708		08/07/202	08/02/202	09/01/202			3,467.50	0.00	0.00	3,467.50
	RAD STAFFING									

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14372	TRIAGE, LLC	3,467.50	0.00	0.00	3,467.50

Vendor# 11067 Vendor Name: TRIZETTO PROVIDER SOLUTIONS — Class: — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
35FK082400		08/01/202	08/01/202	08/26/202			1,587.97	0.00	0.00	1,587.97

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11067	TRIZETTO PROVIDER SOLUTIONS	1,587.97	0.00	0.00	1,587.97

Vendor# 10841 Vendor Name: TRUBRIDGE, LLC — Class: — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
T240801378		08/14/202	08/08/202				9,592.34	0.00	0.00	9,592.34

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10841	TRUBRIDGE, LLC	9,592.34	0.00	0.00	9,592.34

Vendor# 10885 Vendor Name: TTUHSC - HEALTH.EDU — Class: — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2409425		08/05/202	08/01/202	08/31/202			6,826.51	0.00	0.00	6,826.51
	SEPT CONT EDU SERVICES									

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10885	TTUHSC - HEALTH.EDU	6,826.51	0.00	0.00	6,826.51

Vendor# U1064 Vendor Name: UNIFIRST HOLDINGS INC — Class: — Pay Code: —

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2921039091		08/01/202	08/05/202	09/04/202			208.36	0.00	0.00	208.36
2921039090		08/01/202	08/05/202	09/04/202			3,235.12	0.00	0.00	3,235.12
2921038891		08/05/202	08/01/202	08/31/202			318.12	0.00	0.00	318.12

2921038893 LAUNDRY		08/05/202	08/01/202	08/31/202	215.39	0.00	0.00	215.39
2921038894		08/05/202	08/01/202	08/31/202	113.81	0.00	0.00	113.81
2921038887		08/05/202	08/01/202	08/31/202	134.20	0.00	0.00	134.20
2921038890 LAUNDRY		08/05/202	08/01/202	08/31/202	34.04	0.00	0.00	34.04
2921038892		08/05/202	08/01/202	08/31/202	282.90	0.00	0.00	282.90
2921038888 LAUNDRY		08/05/202	08/01/202	08/31/202	326.96	0.00	0.00	326.96
2921038889		08/05/202	08/01/202	08/31/202	2,484.75	0.00	0.00	2,484.75
2921039418		08/13/202	08/08/202	09/02/202	397.11	0.00	0.00	397.11
2921039417		08/13/202	08/08/202	09/02/202	34.04	0.00	0.00	34.04

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	U1084	UNIFIRST HOLDINGS INC	7,784.80	0.00	0.00	7,784.80

Vendor# 12400 Vendor Name: UPDOX LLC — Class: — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INV00517339		07/31/202	08/06/202	09/06/202			1,238.38	0.00	0.00	1,238.38

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12400	UPDOX LLC	1,238.38	0.00	0.00	1,238.38

Vendor# I1110 Vendor Name: WERFEN USA LLC — Class: — Pay Code:

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
9111582878		08/01/202	08/07/202	09/01/202			1,953.00	0.00	0.00	1,953.00
9111586076		08/01/202	08/12/202	09/06/202			1,253.79	0.00	0.00	1,253.79

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	I1110	WERFEN USA LLC	3,206.79	0.00	0.00	3,206.79

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	378,300.24	0.00	0.00	~~378,309.24~~

APPROVED ON

AUG 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

378,300.24 +
- 7.00 -
378,293.00 =

Pg. 2 no invoice

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 19 2024

08/19/2024 MEMORIAL MEDICAL CENTER
11:26 CALHOUN COUNTY, TEXAS AP Open Invoice List 0
Due Dates Through: 09/06/2024 ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code
S1800	SHERWIN WILLIAMS	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
073124		08/16/202	07/31/202	08/20/202			163.21	0.00	0.00	163.21

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	S1800	SHERWIN WILLIAMS	163.21	0.00	0.00	163.21

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	163.21	0.00	0.00	163.21

APPROVED ON

AUG 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 19 2024

08/19/2024
11:24

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 09/06/2024

0
ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code
14064	CAPITAL ONE		

CALHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
1656899187		08/19/202	07/19/202	08/13/202			955.69	0.00	0.00	955.69

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14064	CAPITAL ONE	955.69	0.00	0.00	955.69

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	955.69	0.00	0.00	955.69

APPROVED ON

AUG 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 19 2024

CALHOUN COUNTY, TEXAS

08/19/2024
11:26

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 09/06/2024

0
ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code
15396	THIRD COAST DISTRIBUTING LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
073124		08/16/202	07/31/202	08/02/202			984.99	0.00	0.00	984.99

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	15396	THIRD COAST DISTRIBUTING LLC	984.99	0.00	0.00	984.99

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	984.99	0.00	0.00	984.99

APPROVED ON

AUG 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

CITIBANK CORPORATE CARD

Account Statement

Commercial Card Account
ERIN CLEVENGER

citi

Account Inquiries:
Toll Free: 1-(800)-248-4553
International: 1-(904)-954-7314
TDD/TTY: 1-(877)-505-7276

Account Number: XXXX-XXXX-XXXX-6228

Summary of Account Activity

Total Activity	$6,074.55

Send Notice of Billing Errors and Customer Service Inquiries to:
CITIBANK, N.A., PO BOX 6125, SIOUX FALLS SD 57117-6125

Not an invoice. For your records only.

Credit Limit	$20,000
Cash Advance Limit	$5,000
Statement Closing Date	08/03/2024
Days in Billing Period	31

Transactions

Post Date	Trans Date	MCC	Reference Number		Description/Location					Amount
			********** NOTICE MEMO ITEM(S) LISTED BELOW **********							
07/04	07/03	9399	05134374186600107177958	1	NPDB NPDB.HRSA.GOV N110939767	FAIRFAX	VA	22033	USA	2.50
07/11	07/10	9399	05134374193600062093282	2	NPDB NPDB.HRSA.GOV N111229009	FAIRFAX	VA	22033	USA	62.50
07/12	07/10	8062	55457374193010938313001	3	TEXAS HOSPITAL ASSOC	AUSTIN	TX	78701	USA	45.00
07/19	07/19	8999	55432864201202971427612	4	AMA*CREDENTIALING	800-621-8335 IL		60611	USA	44.00
07/22	07/19	9399	05134374202600063482178	5	NPDB NPDB.HRSA.GOV N111717412	FAIRFAX	VA	22033	USA	2.50
07/22	07/18	9399	05134374202600063482251	6	NPDB NPDB.HRSA.GOV N111723760	FAIRFAX	VA	22033	USA	2.50
07/22	07/19	9399	05134374202600063482335	7	NPDB NPDB.HRSA.GOV N111726050	FAIRFAX	VA	22033	USA	2.50
07/22	07/20	8999	55432864202203332958542	8	AMA*CREDENTIALING	800-621-8335 IL		60611	USA	44.00
07/22	07/20	8999	55432864202203332958674	9	AMA*CREDENTIALING	800-621-8335 IL		60611	USA	44.00
07/23	07/23	8999	55432864205204315477812	10	AMA*CREDENTIALING	800-621-8335 IL		60611	USA	44.00
07/24	07/23	9399	05134374206600062549692	11	NPDB NPDB.HRSA.GOV N111896240	FAIRFAX	VA	22033	USA	2.50
07/29	07/27	3640	52704874210026463195759	12	GRAND HYATT SAN ANTONI 48041188 CHECK IN: 07/24/2024	SAN ANTONIO	TX	78205	USA	1,065.87
07/29	07/27	3640	52704874210026463192434	13	GRAND HYATT SAN ANTONI 48040350 CHECK IN: 07/24/2024	SAN ANTONIO	TX	78205	USA	874.26

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

citi CITIBANK, N.A.
PO BOX 6125
SIOUX FALLS SD 57117-6125

Account Number XXXX-XXXX-XXXX-6228
Statement Closing Date August 03, 2024

APPROVED ON
AUG 15 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Not an invoice.
For your records only.

ERIN CLEVENGER
202 S ANN ST., STE A
PORT LAVACA TX 77979-4204

00010079643

Account: *XXXX-XXXX-XXXX-6228*

Transactions (con't)

Post Date	Trans Date	MCC	Reference Number		Description/Location				Amount	
07/29	07/27	3640	527048742100264631927 64	14	GRAND HYATT SAN ANTONI SAN ANTONIO TX 48040021 CHECK IN: 07/24/2024	78205	USA		998.49	✓
07/29	07/27	3640	527048742100264631937 54	15	GRAND HYATT SAN ANTONI SAN ANTONIO TX 48040224 CHECK IN: 07/24/2024	78205	USA		874.26	✓
07/29	07/27	3640	527048742100264631943 58	16	GRAND HYATT SAN ANTONI SAN ANTONIO TX 48039587 CHECK IN: 07/24/2024	78205	USA		915.67	✓
07/31	07/30	5912	554368742131621384607 19	17	IMPRIMISRX 503B LEDGEWOOD NJ 1824819		USA		1,050.00	✓
					********** TOTAL AMOUNT OF MEMO ITEM(S): $6,074.55					

(1)

MEMORIAL MEDICAL CENTER
PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: Citibank

Date: 9/12/2024

Vendor Address: _____

P.O. # _____

Vendor Phone #: _____

Account # _____

Vendor Fax #: _____

Initiated By: _____

Date Required | Expense # | Department | Deliver To | Form # 9401

Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost
1	—		NPDB - 1 Physician (New)			✓ 2.50
2	—		NPDB - 25 Renewals (Providers)			✓ 62.50
3	—		THA - Registration for Erin Clevenger (Difference in pmt for in-person)			✓ 45.00
4						
5						
6	—		AMA Credentialing - New Doctor (Dana Gonzalez)			✓ 44.00
7	—		NPDB - 1 Physician (New)			✓ 2.50
8	—		NPDB - 1 Physician (New)			✓ 2.50
9	—		NPDB - 1 Physician (New)			✓ 2.50
10	—		AMA Credentialing - New Doctor (Maria Torres)			✓ 44.00

Est. Freight _____ Est. Total Cost _____ TOTAL COST _____

NOTES:

charges made to Erin's credit card (MC)

Contact: | Date:

Quoted By:

Buyer: | E.T.A.

Dept. Director _____

Dir. Nursing _____

Dir. Clinical Services _____

CFO _____

Administrator Erin Clevenger

(2)

MEMORIAL MEDICAL CENTER
PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: Citibank

Vendor Address: _____

_____

Vendor Phone #: _____

Vendor Fax #: _____

Date: 8/12/2024

P.O. # _____

Account # _____

Initiated By: _____

Date Required _____ Expense # _____ Department _____ Deliver To _____ Form # 9401

Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost
1	—		AMA Credentialing - New Doctor (Melissa Wilson)			✓ 44.00
2	—		AMA Credentialing - New Doctor (Yong Chin)			✓ 44.00
3	—		NPDB - 1 Physician (New)			✓ 2.50
4	—		Grand Hyatt - San Antonio	7/24/24 - 7/27/24		✓ 1,065.84
5			Hotel stay Judge Meyer - THT Conf.			
6	—		Grand Hyatt - San Antonio	7/24/24 - 7/27/24		✓ 874.26
7			Hotel Stay Sheila Derschke - THT Conf			
8	—		Grand Hyatt - San Antonio	7/24/24 - 7/27/24		✓ 998.49
9			Hotel stay Erin Clevenger - THT Conf			
10	—		Grand Hyatt - San Antonio	7/24/24 - 7/27/24		✓ 874.26
			Hotel Stay Kay McPherson - THT Conf			

Est. Freight _____ Est. Total Cost _____ TOTAL COST _____

NOTES:

Charges made to Erin's credit card (mc)

Contact:	Date:
Quoted By:	
Buyer:	E.T.A.

Dept. Director _____

Dir. Nursing _____

Dir. Clinical Services _____

CFO _____

Administrator Erin

(3)

MEMORIAL MEDICAL CENTER
PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: Citibank

Vendor Address: _____

_____

Vendor Phone #: _____

Vendor Fax #: _____

Date: 8/12/2024

P.O. # _____

Account # _____

Initiated By: _____

Date Required | Expense # | Department | Deliver To | Form # 9401

Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost
1		2·50 +	Grand Hyatt - San Antonio 7/24/24 - 7/27/24			✓ 915.65
		62·50 +	Hotel Stay Michael Cravens - THT Conf			
		45·00 +	Imprimis Rx - Dexamethasone/			✓ 1050.00
		2·50 +	Phenylephrine 20ct/bx			
		2·50 +				
		44·00 +				
		44·00 +				
		44·00 +				
		2·50 +				
	1	045·07 +				
		874·26 +				
		950 49 +				
		874·26 +				
		913·67 +				
	1	025·00 +				

Weight _____ Est. Total Cost _____ TOTAL COST $1,074.00

NOTES:

charges made to Erin's credit card (MC)

Contact:	Date:
Quoted By:	
Buyer:	E.T.A.

Dept. Director _____

Dir. Nursing _____

Dir. Clinical Services _____

CFO _____

Administrator Erin C

CITIBANK CORPORATE CARD

Account Statement

Commercial Card Account
STEVE BROCK

Account Inquiries:
Toll Free: 1-(800)-248-4553
International: 1-(904)-954-7314
TDD/TTY: 1-(877)-505-7276

Account Number: XXXX-XXXX-XXXX-1615

Summary of Account Activity

Total Activity	$874.26

Send Notice of Billing Errors and Customer Service Inquiries to:
CITIBANK, N.A., PO BOX 6125, SIOUX FALLS SD 57117-6125

Not an Invoice. For your records only.

Credit Limit	$5,000
Cash Advance Limit	$0
Statement Closing Date	08/03/2024
Days in Billing Period	31

Transactions

Post Date	Trans Date	MCC	Reference Number		Description/Location				Amount
			********** NOTICE MEMO ITEM(S) LISTED BELOW **********						
07/29	07/27	3640	527048742100264631942 73	1	GRAND HYATT SAN ANTONI 48040885 CHECK IN: 07/24/2024	SAN ANTONIO	TX	78205 USA	874.26
			********** TOTAL AMOUNT OF MEMO ITEM(S): $874.26						

APPROVED ON
AUG 16 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

CITIBANK, N.A.
PO BOX 6125
SIOUX FALLS SD 57117-6125

Account Number XXXX-XXXX-XXXX-1615
Statement Closing Date August 03, 2024

Not an Invoice.
For your records only.

STEVE BROCK
202 S ANN ST, STE A
PORT LAVACA TX 77979-4204

0001007965 4

MEMORIAL MEDICAL CENTER
PURCHASE ORDER

Bill To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Ship To: 815 N. VIRGINIA ST.
PORT LAVACA, TX 77979
PHONE: (361) 552-6713
FAX: (361) 552-0312

Vendor Name: citibank

Date: 8/14/2024

Vendor Address: _____

P.O. # _____

Vendor Phone #: _____

Account # _____

Vendor Fax #: _____

Initiated By: _____

Date Required | Expense # | Department | Deliver To | Form # 9401

Line No.	Qty.	Catalog Number	Description	Unit Cost	Unit Meas.	Extended Cost
1	—		Grand Hyatt San Antonio —			✓ 874.26
2			Hotel for Steve Brock —			
3			THT Governance Conf.			
4						
5						
6						
7			874.26 +			
8						
9						
10						

Est. Freight _____ Est. Total Cost _____ TOTAL COST 874.26

NOTES:

Charges made to Steve Brock's MC

Contact:	Date:
Quoted By:	
Buyer:	E.T.A.

Dept. Director _____

Dir. Nursing _____

Dir. Clinical Services _____

CFO _____

Administrator Erin C

McKESSON

Company 8000

MEMORIAL MEDICAL CENTER
AP
815 N VIRGINIA STREET
PORT LAVACA TX 77979

STATEMENT

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 08/16/2024 Page: 002

DC: 8115
Customer INV SuppID:
Territory:

Customer: 632536
Date: 08/17/2024

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 08/16/2024 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 **PLEASE CHECK ANY**
Date: 08/17/2024 **ITEMS NOT PAID (✓)**

National Account 632536

Billing Date	Due Date	Receivable Number	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: 10,926.66 USD

Future Due:	0.00	If Paid By 08/20/2024,			Due If Paid On Time: USD	10,708.30
Past Due:	0.00	Pay This Amount:	10,708.30	USD	Disc lost if paid late:	218.66
Last Payment 08/07/2017	2,451.97	If Paid After 08/20/2024, Pay this Amount:	10,926.66	USD	Due If Paid Late: USD	10,926.66

✓ Andrea DeLeon Santos
8/19/2024

APPROVED ON
AUG 19 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

10,694.72 +
9.99 +
3.59 +
10,708.30

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

As of: 08/16/2024 Page: 001

DC: 8115
Customer INV SuppID:
Territory: 7001

Customer: 256342
Date: 08/17/2024

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

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 08/16/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 **PLEASE CHECK ANY**
Date: 08/17/2024 **ITEMS NOT PAID (✓)**

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross) P F	Amount (net) P F	Receivable Number	
Customer Number 256342 WALMART 1098/MEM MED PHS									
08/10/2024	08/20/2024	7513850639	116604680	115Invoice	0.03	1.58	1.55	7513850639	
08/10/2024	08/20/2024	7513850640	203279868	115Invoice	0.01	0.32	0.31	7513850640	
08/12/2024	08/20/2024	7514108327	205504554	115Invoice		0.08	0.08	7514108327	
08/12/2024	08/20/2024	7514108328	207765029	115Invoice	0.02	1.06	1.04	7514108328	
08/12/2024	08/20/2024	7514108329	207629508	115Invoice	0.83	41.42	40.59	7514108329	
08/12/2024	08/20/2024	7514108330	207699360	115Invoice	0.83	41.42	40.59	7514108330	
08/12/2024	08/20/2024	7514108331	207629508	115Invoice	1.60	79.85	78.25	7514108331	
08/12/2024	08/20/2024	7514108332	207813630	115Invoice	15.68	784.22	768.54	7514108332	
08/13/2024	08/20/2024	7514386024	207924212	115Invoice	0.01	0.63	0.62	7514386024	
08/13/2024	08/20/2024	7514386025	200617725	115Invoice	0.01	0.32	0.31	7514386025	
08/13/2024	08/20/2024	7514386026	204544102	115Invoice	45.05	2,252.47	2,207.42	7514386026	
08/13/2024	08/20/2024	7514386027	205923916	115Invoice	0.01	0.32	0.31	7514386027	
08/13/2024	08/20/2024	7514386028	205987101	115Invoice	0.02	0.95	0.93	7514386028	
08/13/2024	08/20/2024	7514386029	116145158	163Invoice	2.20	110.24	108.04	7514386029	
08/13/2024	08/20/2024	7514386030	205504554	115Invoice	5.23	261.41	256.18	7514386030	
08/13/2024	08/20/2024	7514386031	116526876	195Invoice	6.34	317.09	310.75	7514386031	
08/13/2024	08/20/2024	7514386032	116148618	115Invoice	4.30	214.85	210.55	7514386032	
08/13/2024	08/20/2024	7514386034	116270035	115Invoice	0.01	0.32	0.31	7514386034	
08/13/2024	08/20/2024	7514386035	200759864	163Invoice	0.04	1.90	1.86	7514386035	
08/13/2024	08/20/2024	7514386037	203279868	115Invoice	0.01	0.32	0.31	7514386037	
08/13/2024	08/20/2024	7514386038	203400302	115Invoice	0.01	0.63	0.62	7514386038	
08/13/2024	08/20/2024	7514386039	116143499	195Invoice	0.04	1.90	1.86	7514386039	
08/14/2024	08/20/2024	7514656991	116332519	115Invoice	0.04	1.90	1.86	7514656991	
08/14/2024	08/20/2024	7514656992	116396178	115Invoice	0.02	0.95	0.93	7514656992	
08/14/2024	08/20/2024	7514656993	207994362	115Invoice	1.66	82.84	81.18	7514656993	
08/14/2024	08/20/2024	7514656994	202360005	115Invoice	18.67	933.27	914.60	7514656994	
08/14/2024	08/20/2024	7514656995	205147848	115Invoice	1.56	77.95	76.39	7514656995	
08/14/2024	08/20/2024	7514656996	205374099	115Invoice	3.12	155.90	152.78	7514656996	
08/14/2024	08/20/2024	7514656997	116672418	115Invoice	18.67	933.28	914.61	7514656997	
08/14/2024	08/20/2024	7514656998	200177784	115Invoice	18.67	933.28	914.61	7514656998	
08/14/2024	08/20/2024	7514656999	204648065	115Invoice	17.12	855.76	838.64	7514656999	

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

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

As of: 08/16/2024 Page: 002

DC: 8115
Customer INV SuppID:
Territory: 7001

Customer: 256342
Date: 08/17/2024

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 08/16/2024 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 08/17/2024 ITEMS NOT PAID (✓)

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
08/15/2024	08/20/2024	7514923249	116364277	115Invoice	0.04	1.90		1.86		7514923249	
08/15/2024	08/20/2024	7514923250	200617725	115Invoice	0.01	0.32		0.31		7514923250	
08/15/2024	08/20/2024	7514923251	206692083	115Invoice	1.56	77.95		76.39		7514923251	
08/15/2024	08/20/2024	7514923252	207060953	115Invoice	4.68	233.85		229.17		7514923252	
08/15/2024	08/20/2024	7514923253	204544102	115Invoice	22.52	1,126.23		1,103.71		7514923253	
08/15/2024	08/20/2024	7514923254	206089777	115Invoice	22.52	1,126.23		1,103.71		7514923254	
08/15/2024	08/20/2024	7514923255	203400302	115Invoice	0.01	0.32		0.31		7514923255	
08/15/2024	08/20/2024	7514923256	205147848	115Invoice	0.01	0.32		0.31		7514923256	
08/15/2024	08/20/2024	7514923257	205726489	115Invoice	0.02	0.95		0.93		7514923257	
08/15/2024	08/20/2024	7514923258	206211124	115Invoice	0.01	0.32		0.31		7514923258	
08/15/2024	08/20/2024	7514923259	201014317	115Invoice	1.00	50.24		49.24		7514923259	
08/15/2024	08/20/2024	7514923260	205576447	115Invoice	4.12	205.97		201.85		7514923260	

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: 10,913.03 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 8,341.07
08/12/2024

If Paid By 08/20/2024,
Pay This Amount: 10,694.72 USD

If Paid After 08/20/2024,
Pay this Amount: 10,913.03 USD

Due If Paid On Time:
USD 10,694.72

Disc lost if paid late: 218.31

Due If Paid Late:
USD 10,913.03

APPROVED ON
AUG 19 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Andrea DeLeon Santos
8/19/2024

For AR Inquiries please contact 800-867-0333

McKESSON

Company: 8000

STATEMENT

HEB PHCY WHSE/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 08/16/2024 Page: 001

DC: 8115
Customer INV SuppID:
Territory: 7001

Customer: 820405
Date: 08/17/2024

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 08/16/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405 **PLEASE CHECK ANY**
Date: 08/17/2024 **ITEMS NOT PAID (✓)**

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 820405 HEB PHCY WHSE/MEM MED PHS											
08/12/2024	08/20/2024	7513848943	B2408-055-169548	115Invoice	0.10	5.01		4.91		7513848943	
08/13/2024	08/20/2024	7514200909	B2408-055-169885	115Invoice	0.10	5.18		5.08		7514200909	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 820405 HEB PHCY WHSE/MEM MED PHS

Subtotals: 10.19 USD

Future Due:	0.00			**Due If Paid On Time:** USD	9.99
Past Due:	0.00	**If Paid By 08/20/2024, Pay This Amount:**	9.99 USD	**Disc lost if paid late:**	0.20
Last Payment 08/12/2024	8,341.07	**If Paid After 08/20/2024, Pay this Amount:**	10.19 USD	**Due If Paid Late:** USD	10.19

APPROVED ON
AUG 19 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Undeliverable Hospitals
8/19/2024

For AR Inquiries please contact 800-867-0333

McKESSON

Company: 8000

STATEMENT

CVS PHCY 7416/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 08/16/2024 Page: 001

DC: 8115
Customer INV SuppID:
Territory: 7001

Customer: 835437
Date: 08/17/2024

To ensure proper credit to your account, detach and return this stub with your remittance

As of: 08/16/2024 Page: 001
Mail to: Comp: 8000D

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835437 PLEASE CHECK ANY
Date: 08/17/2024 ITEMS NOT PAID (✓)

National Account 632536

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835437 CVS PHCY 7416/MEM MC PHS											
08/14/2024	08/20/2024	7514671591	3452164	115Invoice	0.07	3.66		3.59	✓	7514671591	

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: 3.66 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 8,341.07
08/12/2024

If Paid By 08/20/2024,
Pay This Amount: 3.59 USD

If Paid After 08/20/2024,
Pay this Amount: 3.66 USD

Due If Paid On Time:
USD 3.59 ✓

Disc lost if paid late: 0.07

Due If Paid Late:
USD 3.66

✓ Andrea Watts Bantes
8/19/2024

APPROVED ON
AUG 19 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

AmerisourceBergen

STATEMENT

Statement Number: 68040943
Date: 08-16-2024

Serviced By:
AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101

DEA: RA0289276
866-451-9655

Customer:
WALGREENS #12494 3408
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509

Remit 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:	3,155.74
Past Due:	0.00
Total Due:	3,155.74
Account Balance:	3,155.74

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
08-12-2024	08-23-2024	3184784665	7007301724	Invoice	2,288.36		0.00	2,288.36
08-12-2024	08-23-2024	3184784666	7007308858	Invoice	238.09		0.00	238.09
08-12-2024	08-23-2024	3184784667	7007318169	Invoice	75.10		0.00	75.10
08-12-2024	08-23-2024	3184784668	7007320207	Invoice	72.71		0.00	72.71
08-13-2024	08-23-2024	3184944579	7007326207	Invoice	137.30		0.00	137.30
08-13-2024	08-23-2024	3184945100	7007326545	Invoice	233.46		0.00	233.46
08-14-2024	08-23-2024	3185098913	7007337513	Invoice	17.61		0.00	17.61
08-15-2024	08-23-2024	3185257235	7007344086	Invoice	93.11		0.00	93.11

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
3,155.74	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
08-16-2024	(6,259.36)

APPROVED ON
AUG 19 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Reminders

Due Date	Amount
08-23-2024	3,155.74
Total Due:	3,155.74

Andrea D. Bastantes
8/19/2024

TOLL FEE PHONE NUMBER: 1-800-555-3453
(EFTPS TUTORIAL SYSTEM: 1-800-572-8683)

		#### / ###	ENTER:	
☐	"ENTER 9-DIGIT TAXPAYER IDENTIFICATION NUMBER"	###		
☐	"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" 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	★	09	
☐	"ENTER AMOUNT OF TAX DEPOSIT - FOLLOWED BY # SIGN"	★	$ 177.42	#
	"1 TO CONFIRM"		1	
	"ENTER W/CENTS AMOUNT OF SOCIAL SECURITY"	0	$ 100.86	#
	"ENTER W/CENTS AMOUNT OF MEDICARE"		$ 23.60	#
	"ENTER W/CENTS AMOUNT OF FEDERAL WITHHOLDING"		$ 52.96	#
☐	"6-DIGIT SETTLEMENT DATE"	★		
	"1 TO CONFIRM"		1	
☐	ACKNOWLEDGEMENT NUMBER			

CALLED IN BY:
CALLED IN DATE:
CALLED IN TIME:

941 REC/TAX DEPOSIT FOR MMC PAYROLL

REVISED 3/18/2014

ENTER VOID CKS AS NEGATIVE NUMBERS

			VOIDED CK (1)	VOIDED CK (2)	ADDITIONAL CK (1)	ADDITIONAL CK (1)	TOTALS
PAY PERIOD: BEGIN		7/26/2024					
PAY PERIOD: END		8/8/2024					
PAY DATE:		8/16/2024					
GROSS PAY:	$	1,077.68			$ -		$ 1,077.68
DEDUCTIONS:							
A/R	$	-					$ -
ADVANC							$ -
BOOT$							$ -
MUTUAL CRITICAL ILLNESS							$ -
MUTUAL ACCIDENT							$ -
IRS TAX							$ -
MUTUAL SHORT TERM DIS							$ -
MUTUAL VISION	$	3.36					$ 3.36
CAFÉ-D	$	9.60					$ 9.60
CAFÉ-H	$	167.89					$ 167.89
	$	-					$ -
	$	-					$ -
CAFÉ-P							$ -
CANCER							$ -
CHILD	$	-					$ -
CLINIC	$	-					$ -
COMBIN	$	-					$ -
CREDUN	$	-					$ -
DENTAL	$	-					$ -
DEP-LF							$ -
MUTUAL TERM LIFE	$	-					$ -
MUTUAL HOSP INDEM	$	-					$ -
FED TAX	$	52.96					$ 52.96
FICA-M	$	11.80					$ 11.80
FICA-O	$	50.43					$ 50.43
FICA-M ADDITIONAL							$ -
FIRST C							$ -
FLEX S	$	83.33					$ 83.33
FLX-FE	$	-					$ -
GIFT S	$	-					$ -
MUTUAL CRITICAL ILLNESS	$	-					$ -
MUTUAL ACCIDENT	$	9.44					$ 9.44
MUTUAL SHORT TERM DIS	$	-					$ -
LEGAL	$	7.00					$ 7.00
OTHER	$	-					$ -
NATIONAL FARM LIFE	$	-					$ -
MED SURCHARGE	$	-					$ -
Blank							$ -
RELAY							$ -
REPAY							$ -
STONEDF	$	-					$ -
STONE							$ -
STONE 2							$ -
STUDEN							$ -
TSA-R	$	75.44					$ 75.44
UW/HOS	$	-					$ -
TOTAL DEDUCTIONS:	$	471.25	$ -	$ -	$ -	$ -	$ 471.25
		SHOULD MATCH REPORT	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	
NET PAY:	$	606.43	$ -	$ -	$ -	$ -	$ 606.43
		SHOULD MATCH REPORT	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	**SHOULD MATCH REPORT**	
TOTAL CAFÉ 125 PLAN:	$	264.18	Less Exempt:				
TAXABLE PAY:	$	813.50	$ 813.50				Exempt Amt:

		CALCULATED	From MMC Report	Difference
FICA - MED (ER)	1.45%	$ 11.80		
FICA - MED (EE)	1.45%	$ 11.80	$ 11.80	$ -
FICA - SOC SEC (ER)	6.20%	$ 50.44		
FICA - SOC SEC (EE)	6.20%	$ 50.44	$ 50.43	$ 0.01
FED WITHHOLDING		$ 52.96	$ 52.96	

Employees over FICA-SS Cap:
Michael Gaines

Paycode S - Employee Reimb.:

TOTAL: $ -

TAX DEPOSIT:		$ 177.44	$ 177.42	
FICA - MEDICARE	2.90%	$ 23.60	$23.60	
FICA - SOCIAL SECURITY	12.40%	$ 100.88	$100.86	PREPARED BY:
FED WITHHOLDING		$ 52.96	$52.96	PREPARED DATE:
TOTAL TAX:		$ 177.44	$177.42	$ 0.02

Andrie Flores
8/19/2024

Final Summary

PayCode Summary

PayCd	Description	Hrs	OT	SH	W2	HO	CH	Gross
K	EXTENDED-ILLNESS-BANK	48.00	N		N	N	N	850.08
P	PAID-TIME-OFF	8.00	N		N	N	N	227.60

Deductions Summary

Code	Amount					
A/R		A/R2		A/R3		
ADVANC		AWARDS		BCBSVI		
BOOTS		CAFE H		CAFE-1		
CAFE-2		CAFE-3		CAFE-4		
CAFE-5		CAFE-C		CAFE-D	9.60	✓
CAFE-F		CAFE-H	167.89	✓ CAFE-I		
CAFE-L		CAFE-P		CANCER		
CHILD		CLINIC		COMBIN		
CREDUN		ED ADV		DENTAL		
DEP-LF		DIS-LF		EAT		
EATCSH		FEDTAX	52.96	✓ FICA-M	11.80	✓
FICA-O	50.43	✓ FIRSTC		FLEX S	83.33	✓
FLX FE		FORT D		FUTA		
GIFT S		GRANT		GRP-IN		
GTL		HOSP-I		HSA		
ID TFT		IRSTAX		LEAF		
LEGAL		NASA	7.00	✓ MEALS		
METVIS		MISC		MISC/		
MMCSHR		MOOACC	9.44	✓ MOOILL		
MOOIND		MOOLIF		MOOSTD		
MOOVIS	3.36	✓ NATFML		OTHER		
PHI		PHI***		PR FIN		
RELAY		REPAY		SAMS		
SCRUBS		SIGNON		ST-TX		
STONDF		STONE		STONE2		
STUDEN		SUNACC		SUNILL		
SUNIND		SUNLIF		SUNSTD		
SUNVIS		SURCHG		TSA-1		
TSA-2		TSA-C		TSA-P		
TSA-R	75.44	✓ TUITION		UNIFOR		
UW/HOS						

Grand Totals: 56.00 (Gross: 1077.68 ✓ Deductions: 471.25 ✓ Net: 606.43 ✓)

Checks Count:- FT 2 PT Other Female 2 Male Credit OverAmt ZeroNet Term Total: 2

Andrea Soto Santos
8/19/2024

Memorial Medical Center
Transfer Request

Amount: $7,225.21 **Date:** 8/19/2024

From Account: Operating *4357

To Account: US BANCORP FSA/HRA/DC ACCT ACCT

APPROVED ON
AUG 19 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Acct Number: **Routing Number:**

Explanation:

Invoice numbers 5573311, 6717099, 6747636, 6764705, 6783041, 6818449

Requested by: Caitlin Clevenger **Date:** 8/19/2024

Authorized by: Andrew DeLos Santos **Date:** 8/19/2024



Andrew Bates, Interim

8/19/2024

APPROVED ON

AUG 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT --- Aug 12, 2024 - Aug 18,2024

Date	Bank Description	MMC Notes	Amount	CPSI "Handwritte Check" #
8/16/2024	PAY PLUS ACHTrans 000000032780893 1010006942	- 3rd Party Payor Fee	165.45	9013
8/16/2024	HEALTHEQUITY INC HealthEqui 1356888 91000018	- EmpDeduct/Employer Contribut	1,347.83	8005
8/16/2024	EXPERTPAY EXPERTPAY 746003411 91000015257782	-Child Support Payment	570.69	8005
8/16/2024	AMERISOURCE BERG PAYMENTS 0100007768 2100002	- 340B Drug Program Expense	6,259.36	5006
8/16/2024	MEMORIAL MEDICAL PAYROLL 746003411 113122650	- Payroll	368,033.99	
8/15/2024	PAY PLUS ACHTrans 000000032585374 1010006931	- 3rd Party Payor Fee	137.09	9013
8/15/2024	FDMS FDMS PYMT 052-1743547-000 4100012121085	- Credit Card Machine Lease Fee	40.03	9013
8/15/2024	FDMS FDMS PYMT 052-1743548-000 4100012122187	- Credit Card Machine Lease Fee	60.06	9013
8/15/2024	FDMS FDMS PYMT 052-2100911-000 4100012122922	- Credit Card Machine Lease Fee	45.04	9013
8/15/2024	FDMS FDMS PYMT 052-1737276-000 4100012120661	- Credit Card Machine Lease Fee	120.09	9013
8/15/2024	TEXAS COUNTY DRS RECEIVABLE 0419 21000028816	- Retirement Funding	184,548.86	8005
8/14/2024	PAY PLUS ACHTrans 000000032555207 1010006917	- 3rd Party Payor Fee	12.76	9013
8/14/2024	HARLAND CLARKE CHK ORDERS 18CX53B102212R5 91	-Deposit Book Operating	60.36	9013
8/13/2024	PAY PLUS ACHTrans 000000032336891 1010006905	- 3rd Party Payor Fee	95.17	9013
8/13/2024	MCKESSON DRUG AUTO ACH ACH06126423 910000118	- 340B Drug Program Expense	8,341.07	5006
8/12/2024	PAY PLUS ACHTrans 000000032189956 1010006993	- 3rd Party Payor Fee	30.90	9013
8/12/2024	TSYS/TRANSFIRST MERCH FEES 39300982541616 61	- Credit Card Processing Fee	736.17	9013
8/12/2024	TSYS/TRANSFIRST MERCH FEES 413998013324l9 61	- Credit Card Processing Fee	397.48	9013
8/12/2024	TSYS/TRANSFIRST MERCH FEES 413998013324O1 61	- Credit Card Processing Fee	1,219.25	9013
8/12/2024	TSYS/TRANSFIRST MERCH FEES 413998013323931 61	- Credit Card Processing Fee	1,527.14	9013
8/12/2024	TSYS/TRANSFIRST MERCH FEES 413998013323851 61	- Credit Card Processing Fee	240.40	9013
8/12/2024	TSYS/TRANSFIRST MERCH FEES 413998013683971 61	- Credit Card Processing Fee	215.28	9013
			574,225.07	

Andrew De Los Santos
Memorial Medical Center
8/19/2024

* Approved on 8.14.24 cc
** Approved on 8.07.24 cc

PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- ESTIMATED ACHS

APPROVED ON
AUG 19 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Date	Description	Amount
8/20/2024	- WEBFILE TAX PYMT DD - Sales Tax	2,208.23
		2,208.23

Andrew De Los Santos
Memorial Medical Center
8/19/2024

165.45 +
137.09 +
pay plus 12.76 +
95.17 +
30.90 +
[illegible] =
0.C

40.03 +
CC lease Fee 60.06 +
45.04 +
120.09 +
[illegible] =
0.C

Harland clarke 60.36 +
[illegible] =
0.C

736.17 +
CC proc. Fee 397.48 +
1,219.25 +
1,527.14 +
240.40 +
215.28 +
[illegible] =
0.C

574,225.07 +
[illegible]
5,123.27 +
[illegible]
0.00 +

641.37 +
286.32 +
60.36 +
4,335.72 +
5,123.27 +

Date/Time	08-06-2024 / 10:41 AM
Submitted By	cclevenger256
Pay Date	07-31-2024
Employee Deposits	$75,679.18
Employer Contributions	$108,869.68
Group Term Life Premiums	$0.00
Total	$184,548.86
Comments	
Payroll File	July 2024 Retirement Upload.xlsx

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Sales and Use Tax

Taxpayer: , MEMORIAL MEDICAL CENTER
Address: 815 N VIRGINIA ST, PORT LAVACA TX 77979-3025
Tax Type: Sales and Use Tax

Return Summary Original Return for Period Ending 07/31/2024 (2407)

Total Amount Due and Payable may not reflect all payments or discounts. Please allow pending payments 3-5 business days to process and appear on this page.

CREDITS TAKEN

Credits Taken

Are you taking credit to reduce taxes due on this return?	No

Licensed Customs Broker Exported Sales

Did you refund sales tax for this filing period on items exported outside the United States based on a Texas Licenced Customs Broker Export Certifications?	No

LOCATION SUMMARY

Loc #	Total Texas Sales	Taxable Sales	Taxable Purchases	Subject to State Tax (Rate .0625)	State Tax Due	Subject to Local Tax	Local Tax Rate	Local Tax Due
00004	26,901	26,901	0	26,901	1,681.31	26,901	0.02000	538.02
SubTotal	**26,901**	**26,901**	**0**	**26,901**	**1,681.31**	**26,901**		**538.02**

Total Tax for Locations $2,219.33

Total Tax Due:	$2,219.33
Balance Due:	$2,219.34
Pending Payments:	- $2,208.23

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COUNTY AUDITOR ON

AUG 15 2024

08/15/2024
13:15

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 09/07/2024

0
ap_open_invoice.template

Vendor# Vendor Name Class Pay Code
11816 ASHFORD GARDENS

CALHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
081324		08/14/202	08/13/202	09/07/202			8,495.73	0.00	0.00	8,495.73

VHC QIPP Ur 7 June 2024

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11816	ASHFORD GARDENS	8,495.73	0.00	0.00	8,495.73

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	8,495.73	0.00	0.00	8,495.73

APPROVED ON

AUG 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 15 2024

08/15/2024 MEMORIAL MEDICAL CENTER 0
13:16 AP Open Invoice List ap_open_invoice.template
Due Dates Through: 09/07/2024

Vendor#	Vendor Name	Class	Pay Code
11828	SOLERA WEST HOUSTON		

CALHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
081324		08/14/202	08/13/202	09/07/202			2,624.83	0.00	0.00	2,624.83

UHC QIPP 4r 7 June 2024

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11828	SOLERA WEST HOUSTON	2,624.83	0.00	0.00	2,624.83

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,624.83	0.00	0.00	2,624.83

APPROVED ON

AUG 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 15 2024

08/15/2024
13:16

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 09/07/2024

0
ap_open_invoice.template

Vendor# Vendor Name CALHOUN COUNTY, TEXAS
Class Pay Code

11820 FORTBEND HEALTHCARE CENTER

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
081324		08/14/202	08/13/202	09/07/202			2,655.10	0.00	0.00	2,655.10

VHC Dept 4r7 June 2024

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11820	FORTBEND HEALTHCARE CENTER	2,655.10	0.00	0.00	2,655.10

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,655.10	0.00	0.00	2,655.10

APPROVED ON

AUG 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 15 2024

08/15/2024 MEMORIAL MEDICAL CENTER 0
13:16 AP Open Invoice List ap_open_invoice.template
Due Dates Through: 09/07/2024

Vendor#	Vendor Name	Class	Pay Code
11832	BROADMOOR AT CREEKSIDE PARK		

CALHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
081324		08/14/202	08/13/202	09/07/202			3,332.79	0.00	0.00	3,332.79

UHC DIPP Qtr 7 June 2024

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11832	BROADMOOR AT CREEKSIDE PARK	3,332.79	0.00	0.00	3,332.79

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	3,332.79	0.00	0.00	3,332.79

APPROVED ON

AUG 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 15 2024

08/15/2024
13:20

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 09/07/2024

0
ap_open_invoice.template

Vendor#	Vendor Name	Class	Pay Code
11824	CALHOUN COUNTY, TEXAS THE CRESCENT		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
081324		08/14/202	08/13/202	09/07/202			2,280.03	0.00	0.00	2,280.03

VHC DIPP 4r7 June 2024

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11824	THE CRESCENT	2,280.03	0.00	0.00	2,280.03

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	2,280.03	0.00	0.00	2,280.03

APPROVED ON

AUG 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 15 2024

08/15/2024
13:17

MEMORIAL MEDICAL CENTER
AP Open Invoice List
Due Dates Through: 09/07/2024

0
ap_open_invoice.template

Vendor# Vendor Name — Class — Pay Code

11836 GOLDENCREEK HEALTHCARE

CALHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
080224		08/14/202	08/02/202	09/07/202			7,752.00	0.00	0.00	7,752.00
081324	ins pmt. dep into mmc opt. in error UHC DIPP qtr 7 June 2024	08/14/202	08/13/202	09/07/202			4,001.73	0.00	0.00	4,001.73

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11836	GOLDENCREEK HEALTHCARE	11,753.73	0.00	0.00	11,753.73

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	11,753.73	0.00	0.00	11,753.73

APPROVED ON

AUG 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 15 2024

08/15/2024 MEMORIAL MEDICAL CENTER 0
13:18 AP Open Invoice List ap_open_invoice.template
Due Dates Through: 09/07/2024

Vendor# Vendor Name Class Pay Code
13004 TUSCANY VILLAGE

CALHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
080524		08/14/202	08/05/202	09/07/202			2,652.00	0.00	0.00	2,652.00
080224		08/14/202	08/05/202	09/07/202			9,779.55	0.00	0.00	9,779.55
081324		08/14/202	08/13/202	09/07/202			3,603.40	0.00	0.00	3,603.40

VHC pmt. del into wrong doc. in error

VHC QIPP 4Q7 June 2024

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
13004	TUSCANY VILLAGE	16,034.95	0.00	0.00	16,034.95

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	16,034.95	0.00	0.00	16,034.95

APPROVED ON

AUG 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 15 2024

08/15/2024 MEMORIAL MEDICAL CENTER 0
13:17 AP Open Invoice List ap_open_invoice.template
Due Dates Through: 09/07/2024

Vendor# Vendor Name Class Pay Code
12792 BETHANY SENIOR LIVING

CALHOUN COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
080224		08/14/202	08/02/202	09/07/202			51,926.70	0.00	0.00	51,926.70
080224A		08/14/202	08/02/202	09/07/202			8,919.61	0.00	0.00	8,919.61
081324		08/14/202	08/13/202	09/07/202			3,746.19	0.00	0.00	3,746.19

INS. PMT. due into Imme OPC. in error

VHC DIPP 4 & 7 June 2024

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12792	BETHANY SENIOR LIVING	64,592.50	0.00	0.00	64,592.50

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	64,592.50	0.00	0.00	64,592.50

APPROVED ON

AUG 15 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Cantex Transfer
Prosperity Accounts
8/19/2024

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
[redacted]		55,133.67	54,967.84	224,949.01			215,119.86	202,546.62
						Bank Balance	225,119.86	
						Variance	-	
						Leave in Balance	100.00	
						Molina June, Q3 and Y5 Adj3	12,306.04	
Routing Information for Ashford Gardens:								
Ashford Health Care Center Ltd Co								
JP Morgan Chase Bank								
						July Interest	167.20	
						Aug Interest		
						Sept Interest		
						Adjust Balance/Transfer Amt	202,546.62	
[redacted]		29,787.34	29,502.70	164,419.19			164,701.83	156,110.37
						Bank Balance	164,701.83	
						Variance	-	
						Leave in Balance	100.00	
						Molina June, Q3 and Y5 Adj3	8,108.57	
						July Interest	184.64	
						Aug Interest		
						Sept Interest		
						Adjust Balance/Transfer Amt	156,110.37	
[redacted]		158,646.02	158,272.49	234,260.10			234,633.73	210,642.00
						Bank Balance	234,633.73	
						Variance	-	
						Leave in Balance	100.00	
						Molina June, Q3 and Y5 Adj3	6,118.20	
						Claim payment owed to Tuscany	17,500.00	
						July Interest	273.53	
						Aug Interest		
						Sept Interest		
						Adjust Balance/Transfer Amt	210,642.00	
[redacted]		39,473.45	39,521.36	38,922.90			38,674.99	29,614.68
						Bank Balance	38,674.99	
						Variance	-	
						Leave in Balance	100.00	
						Molina June, Q3 and Y5 Adj3	6,908.22	
						July Interest	52.09	
						Aug Interest		
						Sept Interest		
						Adjust Balance/Transfer Amt	29,614.68	
[redacted]		92,775.71	99,570.08	135,013.23			135,218.86	128,314.45
						Bank Balance	135,218.86	
						Variance	-	
						Leave in Balance	100.00	
						Molina June, Q3 and Y5 Adj3	6,594.84	
						July Interest	209.57	
						Aug Interest		
						Sept Interest		
						Adjust Balance/Transfer Amt	128,314.45	

202,546.62 +
156,110.37 +
210,642.00 +
29,614.68 +
128,314.45 +
[redacted] =

Houston / Fort Bend / Beaumont:

TOTAL TRANSFERS	727,228.12

Approved: [signature]
Andrew De Los Santos
8/19/2024

APPROVED ON
AUG 19 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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

[redacted]

		Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
8/16/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	2,922.00					-	2,922.00
8/16/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	551.84					-	551.84
8/15/2024	Enhanced Analysis Ch	96.37	-					-	-
8/15/2024	MANAGEANDNET1718 MNS PMNT 000000000000093 41	-	3,802.50					-	3,802.50
8/14/2024	WIRE OUT ASHFORD HEALTH CARE CENTER LTD	54,866.47	-					-	-
8/14/2024	MOLINA HEALTHCAR MOLINAACH 013088 420000118	-	47,599.84	11,465.84	3,361.77	14,555.21	18,215.01	22,306.04	25,293.80
8/13/2024	HNB - ECHO HCCLAIMPMT 746003411 440000285756	-	28,725.54					-	28,725.54
8/13/2024	HNB - ECHO HCCLAIMPMT 746003411 440000286018	-	4,331.85					-	4,331.85
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	14,295.84					-	14,295.84
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	4,503.18					-	4,503.18
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	69,988.84					-	69,988.84
8/13/2024	HEALTH HUMAN SVC HCCLAIMPMT 174600341130052	-	48,227.61					-	48,227.61
		54,962.84	224,949.03	11,465.84	3,361.77	14,555.21	18,215.01	22,306.04	202,642.99

[redacted]

		Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
8/16/2024	UnitedHealthcare HCCLAIMPMT 746003411 124384	-	6,565.00					-	6,565.00
8/16/2024	HUMANA CHA DISB HCCLAIMPMT 54849967 42000018	-	3,720.00					-	3,720.00
8/15/2024	AARP Supplemenla HCCLAIMPMT 746003411 124384	-	260.03					-	260.03
8/14/2024	WIRE OUT CANTEX HEALTH CARE CENTERS III	29,502.70	-					-	-
8/14/2024	MOLINA HEALTHCAR MOLINAACH 013088 420000118	-	17,809.06	4,237.72	1,246.64	5,425.49	6,898.21	8,308.82	9,469.24
8/14/2024	HNB - ECHO HCCLAIMPMT 746003411 440000219497	-	29,378.24					-	29,378.24
8/14/2024	HNB - ECHO HCCLAIMPMT 746003411 440000219207	-	1,491.18					-	1,491.18
8/14/2024	HUMANA INS CO HCCLAIMPMT 54650672 8300005523	-	9,765.00					-	9,765.00
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	23,805.32					-	23,805.32
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	5,721.47					-	5,721.47
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	33,200.49					-	33,200.49
8/13/2024	HUMANA INS CO HCCLAIMPMT 54491754 8300005119	-	8,090.00					-	8,090.00
8/13/2024	HUMANA CHA DISB HCCLAIMPMT 54608658 42000010	-	24,149.40					-	24,149.40
8/13/2024	HUMANA CHA DISB HCCLAIMPMT 54608659 42000010	-	465.00					-	465.00
		29,502.70	164,419.19	4,237.72	1,246.64	5,425.49	6,898.21	8,308.82	156,110.37

[redacted]

		Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
8/16/2024	Check 357	33,395.64	-					-	-
8/16/2024	HNB - ECHO HCCLAIMPMT 746003411 440000201596	-	2,469.85					-	2,469.85
8/16/2024	HNB - ECHO HCCLAIMPMT 746003411 440000201536	-	6,373.31					-	6,373.31
8/16/2024	HIC KY HCCLAIMPMT 54853722 420000187779545	-	8,370.00					-	8,370.00
8/16/2024	DEVOTED HEALTH P HCCLAIMPMT 210000239914 94	-	450.00					-	450.00
8/15/2024	MANAGEANDNET1718 MNS PMNT 000000000003268 41	-	3,048.50					-	3,048.50
8/15/2024	AARP Supplemenla HCCLAIMPMT 746003411 124384	-	1,428.03					-	1,428.03
8/14/2024	WIRE OUT CANTEX HEALTH CARE CENTERS III	124,876.85	-					-	-
8/14/2024	MOLINA HEALTHCAR MOLINAACH 013088 420000118	-	17,031.58	3,150.18	925.74	4,031.28	4,935.43	6,118.20	6,915.35
8/14/2024	HNB - ECHO HCCLAIMPMT 746003411 440000219497	-	7,747.11					-	7,747.11
8/14/2024	HNB - ECHO HCCLAIMPMT 746003411 440000219217	-	4,495.25					-	4,495.25
8/14/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	3,279.65					-	3,279.65
8/13/2024	DEVOTED HEALTH P HCCLAIMPMT 210000201547 36	-	1,900.00					-	1,900.00
8/13/2024	DEVOTED HEALTH P HCCLAIMPMT 210000201547 34	-	1,800.00					-	1,800.00
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	22,203.89					-	22,203.89
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	2,467.98					-	2,467.98
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	24,902.70					-	24,902.70
8/13/2024	NOVITAS SOLUTION HCCLAIMPMT 676323 420000114	-	500.98					-	500.98
8/13/2024	HUMANA INS CO HCCLAIMPMT 54493122 8300005119	-	10,410.00					-	10,410.00
8/12/2024	MANAGEANDNET1718 MNS PMNT 000000000003268 41	-	7,605.00					-	7,605.00
8/12/2024	DEVOTED HEALTH P HCCLAIMPMT 210000235950 86	-	11,925.00					-	11,925.00
8/12/2024	DEVOTED HEALTH P HCCLAIMPMT 210000235950 84	-	23,038.00					-	23,038.00
8/12/2024	DEVOTED HEALTH P HCCLAIMPMT 210000235950 82	-	40,894.00					-	40,894.00
8/12/2024	DEVOTED HEALTH P HCCLAIMPMT 210000235950 80	-	6,750.00					-	6,750.00
8/12/2024	DEVOTED HEALTH P HCCLAIMPMT 210000235950 78	-	17,500.00					-	17,500.00
8/12/2024	HUMANA INS CO HCCLAIMPMT 54370924 8300005763	-	11,658.00					-	11,658.00
		158,272.49	234,260.20	3,150.18	925.74	4,031.28	4,935.43	6,118.20	228,242.00

[redacted]

		Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
8/14/2024	WIRE OUT CANTEX HEALTH CARE CENTERS III	39,321.36	-					-	-
8/14/2024	MOLINA HEALTHCAR MOLINAACH 013088 420000118	-	34,718.27	3,560.63	1,039.70	4,576.81	5,542.13	6,908.22	7,811.05
8/13/2024	HNB - ECHO HCCLAIMPMT 746003411 440000285756	-	2,143.90					-	2,143.90
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	2,371.00					-	2,371.00
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	17,288.73					-	17,288.73
		39,321.36	36,522.90	3,560.63	1,039.70	4,576.81	5,542.13	6,908.22	29,614.68

[redacted]

		Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
8/16/2024	UnitedHealthcare HCCLAIMPMT 746003411 124384	-	3,600.00					-	3,600.00
8/16/2024	NOVITAS SOLUTION HCCLAIMPMT 676310 420000103	-	16,603.97					-	16,603.97
8/15/2024	Enhanced Analysis Ch	103.94	-					-	-
8/15/2024	MANAGEANDNET1718 MNS PMNT 000000000002482 41	-	337.50					-	337.50
8/14/2024	WIRE OUT CANTEX HEALTH CARE CENTERS III	99,466.14	-					-	-
8/14/2024	MOLINA HEALTHCAR MOLINAACH 013088 420000118	-	14,018.84	3,414.49	997.86	4,212.00	5,391.29	6,594.84	7,420.81
8/14/2024	HNB - ECHO HCCLAIMPMT 746003411 440000219497	-	9,885.28					-	9,885.28
8/14/2024	NOVITAS SOLUTION HCCLAIMPMT 676310 420000146	-	6,091.66					-	6,091.66
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	18,553.73					-	18,553.73
8/13/2024	UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	-	29,927.51					-	29,927.51
8/13/2024	NOVITAS SOLUTION HCCLAIMPMT 676310 420000118	-	13,392.77					-	13,392.77
8/13/2024	HUMANA INS CO HCCLAIMPMT 54471365 8300005229	-	395.00					-	395.00
8/13/2024	HUMANA INS CO HCCLAIMPMT 54495845 8300005219	-	2,253.19					-	2,253.19
8/13/2024	HUMANA CHA DISB HCCLAIMPMT 54624215 42000010	-	3,375.00					-	3,375.00
8/13/2024	HHBP LA HCCLAIMPMT 54624198 420000106759934	-	7,900.00					-	7,900.00
8/12/2024	MANAGEANDNET1718 MNS PMNT 000000000002482 41	-	2,877.00					-	2,877.00
8/12/2024	NOVITAS SOLUTION HCCLAIMPMT 676310 420000188	-	5,804.98					-	5,804.98
		99,570.08	135,013.23	3,414.49	997.86	4,212.00	5,391.29	6,594.84	128,418.40

TOTALS		351,629.47	795,164.55	25,828.86	7,574.71	32,800.74	40,982.07	50,236.12	744,928.43

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	$2,190,486.94	$2,187,851.08	$2,190,486.94	$2,320,449.15
*4365 MMC - CLINIC SERIES 2014	$545.91	$545.91	$545.91	$545.91
*4373 MMC - PRIVATE WAIVER CLEARING	$439.48	$439.48	$439.48	$439.48
*4381 MEMORIAL MEDICAL / NH ASHFORD	$225,119.86	$352,072.24	$225,119.86	$221,646.02
*4403 MEMORIAL MEDICAL / NH BROADMOOR	$164,703.83	$242,001.25	$164,703.83	$154,418.83
*4411 MEMORIAL MEDICAL / NH CRESCENT	$234,633.73	$259,082.73	$234,633.73	$250,366.21
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	$135,218.86	$159,439.24	$135,218.86	$115,014.89
*4446 MEMORIAL MEDICAL / NH FORT BEND	$36,674.99	$36,674.99	$36,674.99	$36,674.99
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$70,163.10	$73,598.72	$70,163.10	$47,966.14
*4551 CAL CO INDIGENT HEALTHCARE	$10,352.73	$10,352.73	$10,352.73	$10,352.73
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$2,197.00	$2,197.00	$2,197.00	$1,703.68
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$5,115.91	$5,115.91	$5,115.91	$100.00
*5506 MMC -NH BETHANY SENIOR LIVING	$39,478.08	$57,294.50	$39,478.08	$14,631.21
*3407 MMC -NH TUSCANY VILLAGE	$148,443.01	$148,443.01	$148,443.01	$107,936.84
*3660 MMC -BETHANY SR LIVING - DACA	$100.00	$100.00	$100.00	$100.00
*2998 MMC -MONEY MARKET FUND	$5,038.90	$5,038.90	$5,038.90	$5,038.90
Total Balance	**$3,268,712.33**	**$3,540,247.69**	**$3,268,712.33**	**$3,287,384.98**

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
8/19/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Pending Deposits		Today's Beginning Balance	Amount to Be Transferred to Nursing Home
[redacted]		119,217.10	118,965.19	69,911.19		-	70,163.10	49,080.57
						Bank Balance	70,163.10	
						Variance	-	
						Leave in Balance	100.00	
						Superior June	20,830.62	
						July Interest	151.93	
						Aug Interest		
						Sept Interest		
						Adjust Balance/Transfer Amt	49,080.57	

APPROVED ON

AUG 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Routing Information for Golden Creek:
Nexion Health at Golden Creek
Wells Fargo Bank, N.A.

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
8/19/2024

				MMC PORTION					
		Transfer-Out	Transfer-in	OJPP/Comp1	OJPP/Comp 2	OJPP/Comp3	OJPP/Comp4 &Lapse	OJPP TI	NH PORTION
8/16/2024	Check 220	1,882.20	-					-	-
8/16/2024	Centene Managemo ACH 003765433514 1110000162	-	24,079.16	18,664.92	5,414.24			20,830.62	3,248.54
8/15/2024	TSYS/TRANSFIRST CR CO DEP 5436845558765917 91	-	578.69					-	578.69
8/14/2024	WIRE OUT NEXION HEALTH d/b/a GOLDEN CREEK HC	117,082.99	-					-	-
8/14/2024	AETNA ASOL HCCLAIMPMT 1588075964 51000015308	-	5,200.00					-	5,200.00
8/13/2024	GOLDENCREEKHEALT MERC DEP 1220356 9100001287	-	2,222.00					-	2,222.00
8/13/2024	TSYS/TRANSFIRST CR CO DEP 5436845558765917 91	-	2,788.63					-	2,788.63
8/12/2024	TSYS/TRANSFIRST CR CO DEP 5436845558765917 91	-	1,236.30					-	1,236.30
8/12/2024	LUMINOS HOLDCO L Turner R&B 313114890599333	-	6,863.10					-	6,863.10
8/12/2024	GOLDENCREEKHEALT MERC DEP 1220356 9100001214	-	1,903.04					-	1,903.04
8/12/2024	NOVITAS SOLUTION HCCLAIMPMT 676097 420000188	-	7,540.27					-	7,540.27
8/12/2024	Am Health TX PAYMENT 21531 84307030008094	-	17,500.00					-	17,500.00
								-	
		118,965.19	69,911.19	18,664.92	5,414.24	-	-	20,830.62	49,080.57

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	$2,190,486.94	$2,187,851.08	$2,190,486.94	$2,320,449.15
*4365 MMC - CLINIC SERIES 2014	$545.91	$545.91	$545.91	$545.91
*4373 MMC - PRIVATE WAIVER CLEARING	$439.48	$439.48	$439.48	$439.48
*4381 MEMORIAL MEDICAL / NH ASHFORD	$225,119.86	$352,072.24	$225,119.86	$221,646.02
*4403 MEMORIAL MEDICAL / NH BROADMOOR	$164,703.83	$242,001.25	$164,703.83	$154,418.83
*4411 MEMORIAL MEDICAL / NH CRESCENT	$234,633.73	$259,082.73	$234,633.73	$250,366.21
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	$135,218.86	$159,439.24	$135,218.86	$115,014.89
*4446 MEMORIAL MEDICAL / NH FORT BEND	$36,674.99	$36,674.99	$36,674.99	$36,674.99
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$70,163.10	$73,598.72	$70,163.10	$47,966.14
*4551 CAL CO INDIGENT HEALTHCARE	$10,352.73	$10,352.73	$10,352.73	$10,352.73
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$2,197.00	$2,197.00	$2,197.00	$1,703.68
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$5,115.91	$5,115.91	$5,115.91	$100.00
*5506 MMC -NH BETHANY SENIOR LIVING	$39,478.08	$57,294.50	$39,478.08	$14,631.21
*3407 MMC -NH TUSCANY VILLAGE	$148,443.01	$148,443.01	$148,443.01	$107,936.84
*3660 MMC -BETHANY SR LIVING - DACA	$100.00	$100.00	$100.00	$100.00
*2998 MMC -MONEY MARKET FUND	$5,038.90	$5,038.90	$5,038.90	$5,038.90
Total Balance	**$3,268,712.33**	**$3,540,247.69**	**$3,268,712.33**	**$3,287,384.98**

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
8/19/2024

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
[redacted]		5,357.81	5,257.81	2,097.00				2,197.00	No transfer
							Bank Balance	2,197.00	
							Variance	-	
							Leave in Balance	100.00	
							Adjust Balance/Transfer Amt	2,097.00	

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
[redacted]		45,270.87	45,170.87	5,015.91		-		5,115.91	5,015.91
							Bank Balance	5,115.91	
							Variance	-	
							Leave in Balance	100.00	
							Adjust Balance/Transfer Amt	5,015.91	
						TOTAL TRANSFERS			7,112.91

APPROVED ON
AUG 19 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Routing Information for Gulf Pointe Plaza:

Note: Only balances of over $5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of $100 that MMC deposited to open account.

Approved: Andrew De Los Santos
Andrew De Los Santos 8/19/2024

[redacted]

	Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 &Lapse	QIPP TI	NH PORTION
8/16/2024 HNB - ECHO HCCLAIMPMT 746003411 440000201596	-	340.51					-	340.51
8/16/2024 HNB - ECHO HCCLAIMPMT 746003411 440000200918	-	152.81					-	152.81
8/14/2024 WIRE OUT HMG Rockport SNF, LP -Commerical	5,257.81	-					-	-
8/13/2024 HNB - ECHO HCCLAIMPMT 746003411 440000286028	-	1,020.00					-	1,020.00
8/13/2024 HNB - ECHO HCCLAIMPMT 746003411 440000286025	-	286.80					-	286.80
8/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000226980	-	296.88					-	296.88
							-	-
	5,257.81	2,097.00	-	-	-	-	-	2,097.00

[redacted]

	Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 &Lapse	QIPP TI	NH PORTION
8/16/2024 MERCHANT BANKCD DEPOSIT 496478518889 9100001	-	5,015.91					-	5,015.91
8/14/2024 WIRE OUT HMG Rockport SNF, LP - Commerical	45,170.87	-					-	-
							-	-
	45,170.87	5,015.91	-	-	-	-	-	5,015.91
	50,428.68	7,112.91	-	-	-	-	-	7,112.91

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	$2,190,486.94	$2,187,851.08	$2,190,486.94	$2,320,449.15
*4365 MMC - CLINIC SERIES 2014	$545.91	$545.91	$545.91	$545.91
*4373 MMC - PRIVATE WAIVER CLEARING	$439.48	$439.48	$439.48	$439.48
*4381 MEMORIAL MEDICAL / NH ASHFORD	$225,119.86	$352,072.24	$225,119.86	$221,646.02
*4403 MEMORIAL MEDICAL / NH BROADMOOR	$164,703.83	$242,001.25	$164,703.83	$154,418.83
*4411 MEMORIAL MEDICAL / NH CRESCENT	$234,633.73	$259,082.73	$234,633.73	$250,366.21
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	$135,218.86	$159,439.24	$135,218.86	$115,014.89
*4446 MEMORIAL MEDICAL / NH FORT BEND	$36,674.99	$36,674.99	$36,674.99	$36,674.99
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$70,163.10	$73,598.72	$70,163.10	$47,966.14
*4551 CAL CO INDIGENT HEALTHCARE	$10,352.73	$10,352.73	$10,352.73	$10,352.73
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$2,197.00	$2,197.00	$2,197.00	$1,703.68
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$5,115.91	$5,115.91	$5,115.91	$100.00
*5506 MMC -NH BETHANY SENIOR LIVING	$39,478.08	$57,294.50	$39,478.08	$14,631.21
*3407 MMC -NH TUSCANY VILLAGE	$148,443.01	$148,443.01	$148,443.01	$107,936.84
*3660 MMC -BETHANY SR LIVING - DACA	$100.00	$100.00	$100.00	$100.00
*2998 MMC -MONEY MARKET FUND	$5,038.90	$5,038.90	$5,038.90	$5,038.90
Total Balance	**$3,268,712.33**	**$3,540,247.69**	**$3,268,712.33**	**$3,287,384.98**

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
8/19/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits		Today's Beginning Balance	Amount to Be Transferred to Nursing Home
[redacted]		127,791.42	127,691.42	148,243.01	-	-	-	148,443.01	135,325.73
							Bank Balance	148,443.01	
							Variance	-	
							Leave in Balance	100.00	
							Molina June, Q3 and Y5 Adj3	13,017.18	

APPROVED ON

AUG 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Adjust Balance/Transfer Amt 135,325.73

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 accounts

Approved: Andrew De Los Santos
Andrew De Los Santos 8/19/2024

[redacted]	Transfer-Out	Transfer-In	MMC PORTION QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	NH PORTION
8/16/2024 Deposit	-	57.57					-	57.57
8/16/2024 Deposit	-	33,395.64					-	33,395.64
8/16/2024 HNB - ECHO HCCLAIMPMT 746003411 440000201596	-	7,052.96					-	7,052.96
8/15/2024 HNB - ECHO HCCLAIMPMT 746003411 440000261924	-	10,403.90					-	10,403.90
8/15/2024 HNB - ECHO HCCLAIMPMT 746003411 440000262302	-	19,121.75					-	19,121.75
8/15/2024 NOVITAS SOLUTION HCCLAIMPMT 676Z01 420000159	-	1,906.37					-	1,906.37
8/14/2024 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE	127,691.42	-					-	-
8/14/2024 MOUNA HEALTHCAR MOUNAACH 01308532 42000018	-	19,252.21	6,782.35	1,985.00	351.98	10,132.88	13,017.28	6,234.93
8/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000226740	-	3,475.27					-	3,475.27
8/12/2024 NOVITAS SOLUTION HCCLAIMPMT 676Z01 420000188	-	53,677.34					-	53,677.34
							-	-
	127,691.42	148,343.01	6,782.35	1,985.00	351.98	10,132.88	13,017.28	135,325.73

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	$2,190,486.94	$2,187,851.08	$2,190,486.94	$2,320,449.15
*4365 MMC - CLINIC SERIES 2014	$545.91	$545.91	$545.91	$545.91
*4373 MMC - PRIVATE WAIVER CLEARING	$439.48	$439.48	$439.48	$439.48
*4381 MEMORIAL MEDICAL / NH ASHFORD	$225,119.86	$352,072.24	$225,119.86	$221,646.02
*4403 MEMORIAL MEDICAL / NH BROADMOOR	$164,703.83	$242,001.25	$164,703.83	$154,418.83
*4411 MEMORIAL MEDICAL / NH CRESCENT	$234,633.73	$259,082.73	$234,633.73	$250,366.21
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	$135,218.86	$159,439.24	$135,218.86	$115,014.89
*4446 MEMORIAL MEDICAL / NH FORT BEND	$36,674.99	$36,674.99	$36,674.99	$36,674.99
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$70,163.10	$73,598.72	$70,163.10	$47,966.14
*4551 CAL CO INDIGENT HEALTHCARE	$10,352.73	$10,352.73	$10,352.73	$10,352.73
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$2,197.00	$2,197.00	$2,197.00	$1,703.68
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$5,115.91	$5,115.91	$5,115.91	$100.00
*5506 MMC -NH BETHANY SENIOR LIVING	$39,478.08	$57,294.50	$39,478.08	$14,631.21
*3407 MMC -NH TUSCANY VILLAGE	$148,443.01	$148,443.01	$148,443.01	$107,936.84
*3660 MMC -BETHANY SR LIVING - DACA	$100.00	$100.00	$100.00	$100.00
*2998 MMC -MONEY MARKET FUND	$5,038.90	$5,038.90	$5,038.90	$5,038.90
Total Balance	**$3,268,712.33**	**$3,540,247.69**	**$3,268,712.33**	**$3,287,384.98**

Memorial Medical Center
Nursing Home UPL
Weekly HSLTransfer
Prosperity Accounts
8/19/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Chx Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
[redacted]		35,704.40	35,485.14	39,258.82			39,478.08	17,995.76

Bank Balance	39,478.08
Variance	-
Leave in Balance	100.00
Superior June	21,263.06
July Interest	119.25
Aug Interest	
Sept Interest	
Adjust Balance/Transfer Amt	17,995.76

APPROVED ON

AUG 19 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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 8/19/2024
Andrew De Los Santos

			MMC PORTION					
	Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	NH PORTION
8/14/2024	Centene Managemе ACH 008765433514 1110000268	24,446.07	19,333.32	5,813.55			21,263.06	3,583.81
8/15/2024	HOSPICE OF SOUTH Payments NF 231122650056511	2,447.48					-	2,447.48
8/14/2024	WIRE OUT PORT LAVACA NH, LLC	-					-	-
8/14/2024	HEALTH HUMAN SVC HCCLAIMPMT 174600341130162	1,265.51					-	1,265.51
8/12/2024	NOVITAS SOLUTION HCCLAIMPMT 676481 420000188	10,698.96					-	10,698.96
							-	-
	35,485.14	39,258.82	19,333.32	5,813.55	-	-	21,263.06	17,995.76

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	$2,190,486.94	$2,187,851.08	$2,190,486.94	$2,320,449.15
*4365 MMC - CLINIC SERIES 2014	$545.91	$545.91	$545.91	$545.91
*4373 MMC - PRIVATE WAIVER CLEARING	$439.48	$439.48	$439.48	$439.48
*4381 MEMORIAL MEDICAL / NH ASHFORD	$225,119.86	$352,072.24	$225,119.86	$221,646.02
*4403 MEMORIAL MEDICAL / NH BROADMOOR	$164,703.83	$242,001.25	$164,703.83	$154,418.83
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*4446 MEMORIAL MEDICAL / NH FORT BEND	$36,674.99	$36,674.99	$36,674.99	$36,674.99
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	$70,163.10	$73,598.72	$70,163.10	$47,966.14
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*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	$2,197.00	$2,197.00	$2,197.00	$1,703.68
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	$5,115.91	$5,115.91	$5,115.91	$100.00
*5506 MMC -NH BETHANY SENIOR LIVING	$39,478.08	$57,294.50	$39,478.08	$14,631.21
*3407 MMC -NH TUSCANY VILLAGE	$148,443.01	$148,443.01	$148,443.01	$107,936.84
*3660 MMC -BETHANY SR LIVING - DACA	$100.00	$100.00	$100.00	$100.00
*2998 MMC -MONEY MARKET FUND	$5,038.90	$5,038.90	$5,038.90	$5,038.90
Total Balance	**$3,268,712.33**	**$3,540,247.69**	**$3,268,712.33**	**$3,287,384.98**

✓ Ashford ✓

MEMORIAL MEDICAL CENTER

CHECK REQUEST

PAY TO THE ORDER OF: Memorial Medical Center

Date Requested: 8/19/2024

APPROVED ON AUG 19 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: $ 22,306.04 ✓

G/L NUMBER: 10255040

EXPLANATION: Molina QIPP June, Q3 & Y5 Adj 3

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: Andrea Peña Santos

8/19/2024

Broadmoor ✓✓

MEMORIAL MEDICAL CENTER

CHECK REQUEST

PAY TO THE ORDER OF: Memorial Medical Center

Date Requested: 8/19/2024

APPROVED ON AUG 19 2024 BY COUNTY AUDITOR CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
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- ☐ Return Check to Dept

AMOUNT: $ 8,308.82 ✓

G/L NUMBER: 10255040

EXPLANATION: Molina QIPP June, Q3 & Y5 Adj 3 ✓

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: [signature]

8/19/2024

✓ Crescent ✓

MEMORIAL MEDICAL CENTER

CHECK REQUEST

PAYEE: Memorial Medical Center

Date Requested: 8/19/2024

APPROVED ON
AUG 19 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: $ 6,118.20 ✓

G/L NUMBER: 10255040

EXPLANATION: Molina QIPP June, Q3 & Y5 Adj 3 ✓

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: [signature]

8/19/2024

✓ Fort Bend ✓

MEMORIAL MEDICAL CENTER

CHECK REQUEST

PAY TO THE ORDER OF: Memorial Medical Center

Date Requested: 8/19/2024

APPROVED ON AUG 19 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: $ 6,908.22 ✓

G/L NUMBER: 10255040

EXPLANATION: Molina QIPP June, Q3 & Y5 Adj 3 ✓

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: Andrea Dutton Smith

8/19/2024

J Solera

MEMORIAL MEDICAL CENTER
CHECK REQUEST

PAYEE: Memorial Medical Center

Date Requested: 8/19/2024

APPROVED ON
AUG 19 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: $ 6,594.84

G/L NUMBER: 10255040

EXPLANATION: Molina QIPP June, Q3 & Y5 Adj 3

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: [signature]

8/19/2024

✓ Golden Creek ✓

MEMORIAL MEDICAL CENTER

CHECK REQUEST

PAYEE: Memorial Medical Center

Date Requested: 8/19/2024

APPROVED ON
AUG 19 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: $ 20,830.62 ✓

G/L NUMBER: 10255040

EXPLANATION: Superior June ✓

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: [signature]

8/19/2024

✓ Bethany ✓

MEMORIAL MEDICAL CENTER

CHECK REQUEST

PAY TO THE ORDER OF: Memorial Medical Center

Date Requested: 8/19/2024

APPROVED ON AUG 19 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: $ 21,263.06 ✓

G/L NUMBER: 10255040

EXPLANATION: Superior June ✓

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: Andrea D. Fox Smith

8/19/2024

✓ Tuscany ✓

MEMORIAL MEDICAL CENTER
CHECK REQUEST

PAYEE: Memorial Medical Center

Date Requested: 8/19/2024

APPROVED ON
AUG 19 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: $ 13,017.28 ✓

G/L NUMBER: 10255040

EXPLANATION: Molina QIPP June, Q3 & Y5 Adj 3 ✓

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: Andrew Dotas Santos

8/19/2024

QIPP Payment to MMC from Nursing Facilities **Commissioner's Court** **8/21/2024**

NH Name	From Bank Acct #	Ck #	Payee	GL #	Moline June, Q3 & YS Adj $	Superior June				TOTAL	Date
Ashford	[redacted] Prosperity		MMC -Prosperity Operating [redacted]	10255040	22,306.04					22,306.04	8/21/2024
Broadmoor	[redacted] Prosperity		MMC -Prosperity Operating [redacted]	10255040	8,308.82					8,308.82	8/21/2024
Crescent	[redacted] Prosperity		MMC -Prosperity Operating [redacted]	10255040	6,118.20					6,118.20	8/21/2024
Fort Bend	[redacted] Prosperity		MMC -Prosperity Operating [redacted]	10255040	6,908.22					6,908.22	8/21/2024
Solera	[redacted] Prosperity		MMC -Prosperity Operating [redacted]	10255040	6,594.84					6,594.84	8/21/2024
Golden Creek	[redacted] Prosperity		MMC -Prosperity Operating [redacted]	10255040		20,830.62				20,830.62	8/21/2024
Bethany	[redacted] Prosperity		MMC -Prosperity Operating [redacted]	10255040		21,263.06				21,263.06	8/21/2024
Tuscany	[redacted] Prosperity		MMC -Prosperity Operating [redacted]	10255040	13,017.28					13,017.28	8/21/2024
				Total:	63,253.40	42,093.68	-	-	-	105,347.08	

Note:

Approved:

ANDREW DE LOS SANTOS 8/19/2024

20

SUPPLEMENTAL AGENDA

The subject matter of such meeting is as follows:

20. Consider and take necessary action to approve the proposal with CFI Mechanical, Inc. to repair one chiller at the Calhoun County Courthouse for the amount of $35,250.00. (RHM)

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

CFI MECHANICAL, INC.

www.cfimechanical.com

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

To:	Calhoun County 211 S Ann Street Port Lavaca, TX 77979	**Date:**	8-14-24
		Proposal:	2024-3MS
Attn:	Everett Wood	**Location:**	Courthouse
		Job:	Replace 3 condenser coils for chiller #2. Carrier 30RBF1106 Serial # 2018Q87669

CFI Mechanical, Inc. ("CFI") proposes to install and/or furnish the following described material/labor for the above Project in accordance with the terms and conditions on the reverse side of this Service Proposal Form (this "Proposal"). Purchaser's execution and return of this Proposal, or Purchaser's written or verbal direction to CFI to proceed, or Purchaser's acceptance of any such material or labor furnished by CFI Mechanical, Inc., whichever occurs first, shall constitute Purchaser's agreement to and acceptance of this Proposal and the terms and conditions on the reverse side of this Proposal ("Terms").

CHOICE PARTNERS # 22-049MF05

Scope of work: Shut down and LOTO chiller #2. Disassemble condenser coil bank for circuit A and remove the leaking coils. Install 3 new OEM micro-channel E-coated condenser coils with new piping flanges and new seals. Replace the liquid line drier core and leak check the circuit. Pull a vacuum to 29" and charge the circuit with refrigerant. Start the chiller and complete a log sheet.

Includes:

1. 3 new OEM micro-channel E-coated coils with new flanges and seals.
2. New drier core.
3. Nitrogen and trace gas.
4. New R-410a refrigerant charge for circuit A.
5. All work is priced for straight time hours.

Price: $35,250.00 Includes Choice Partners Cooperative and is tax exempt. Does not include P&P bond

(This Proposal, including any pricing contained in the Proposal, will only be valid for 15 days)

Exclusions: Overtime Labor; Sales Tax, Electrical, Roofing, Cutting, Patching, Painting, Ceiling Work, Asbestos Abatement, Hazardous Material Removal/Disposal, Publicly Transmitted Illnesses Volatility, and any other services, materials, labor or work not expressly outlined in the Scope of Work set forth above. This Proposal does not include responsibility for the design of the systems, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Purchaser), failure of Purchaser to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Seller.

THIS ABOVE PROPOSAL AND TERMS ARE ACCEPTED:

CALHOUN COUNTY	**CFI MECHANICAL, INC.**
("Purchaser")	**("Seller")**
BY: [signature]	BY: *Matt Solomon*
TITLE: County Judge	TITLE: Account Manager
DATE: 8-21-24	DATE: 8-14-24

CFI MECHANICAL, INC.

www.cfimechanical.com

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

The price(s) shown above in the Scope of Work is due to CFI in full, lawful money of the United States of America within 15 days after date of invoice. Purchaser shall pay interest on any late payment from the date due until the date paid at the rate of 6% per annum, or the maximum rate allowed by law, whichever is less. Any alteration to, or deviation from this Proposal involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Seller's rates then in effect) over the sum stated in this Proposal. No additional work or repairs shall be required to be performed by Seller without a separate written agreement between Purchaser and Seller describing in detail the scope and costs of the work to be performed which is signed by both parties.

TERMS AND CONDITIONS

The acceptance of this Proposal is expressly limited to the following terms and conditions (the "Terms"). No attempted acceptance which varies or adds to the Terms shall be effective and any such counterproposal are hereby deemed rejected. Seller shall not be bound by terms additional to or different from those contained in these Terms unless such terms are expressly agreed to in writing and signed by Seller. These Terms represents the entire agreement between the parties and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties.

1. Purchaser shall provide Seller with timely access to areas and equipment and a safe environment in which to perform the Work, which shall be performed during normal working hours of Seller. Purchaser represents that it is not aware of any asbestos-containing or other hazardous materials at the Project, Seller has no responsibility or liability for the investigation, detection, testing, removal, remediation and/or encapsulation of any and all asbestos-containing or other hazardous materials at the site of the Project., Any investigation, detection, testing, removal, remediation and/or encapsulation of any and all asbestos-containing or other hazardous material will be the responsibility of and at the expense of Purchaser, the Owner or others, If Seller encounters any material believed to be asbestos-containing or other hazardous material, Seller may stop all work in the affected area until Purchaser notifies Seller in writing that it is safe to proceed. Seller shall have no responsibility or liability arising out of or related to, and **PURCHASER HEREBY WAIVES AND RELEASES ANY CLAIMS OR CAUSES OF ACTION FOR, THE PRESENCE, GROWTH OR DEVELOPMENT OF MOLD OR MILDEW AT THE PROJECT, OR FOR THE REMEDIATION OF ANY SUCH MOLD OR MILDEW, OR ANY COSTS, EXPENSES, DAMAGES, OR LIABILITIES RELATED THERETO, EVEN IF SUCH MOLD OR MILDEW IS CAUSED IN WHOLE OR IN PART BY ANY DEFECTIVE LABOR OR MATERIAL FURNISHED HEREUNDER OR ANY BREACH OF THIS AGREEMENT.**
2. Any Work found to be defective for a period of ninety (90) days from the date the material is installed or the Work is completed, shall at Seller's option, be repaired or replaced and such repair or replacement shall be Purchaser's sole and exclusive remedy. This warranty does not cover damage or defects caused by normal wear and tear, improper use or maintenance of the material by Purchaser, accident, fire, flood, natural disaster, act of vandalism or terrorism, or other causes beyond Seller's reasonable control. This warranty does not cover replacement of belts or filter maintenance. **SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED USE.**
3. Purchaser and Seller hereby waive any and all claims for incidental, indirect, special, consequential, punitive or exemplary damages against the other party, arising out of or related to the Work hereunder or any breach of the Terms hereof. The Seller will not be liable for any delays, costs, loss or damages caused by or any delays due to fire, strikes, labor troubles, governmental regulations (including orders, recommendations or guidelines), the elements, virus, epidemic pandemic (including the Novel Coronavirus), transportation delays, or any other causes beyond its reasonable control.
4. TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS AGENTS AND EMPLOYEES (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF WORK HEREUNDER, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY AN ACTIVE OR PASSIVE ACT OR OMISSION OF PURCHASER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY PURCHASER, OR ANYONE FOR WHOSE ACTS PURCHASE MAY BE LIABLE, REGARDLESS OF WHETHER IT IS CAUSED IN PART BY THE NEGLIGENCE OF SELLER.
5. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER'S TOTAL LIABILITY FOR WORK UNDER THE PROPOSAL OR FOR ANY OTHER WORK PROVIDED TO PURCHASER BY SELLER SHALL BE LIMITED TO AND SHALL NEVER EXCEED THE AMOUNT PAID TO SELLER UNDER THIS AGREEMENT.
6. If by any act or omission on Purchaser's part or any act beyond the reasonable control of Seller, the Seller's performance is delayed for a period of 90 days or more, Seller shall have the option of terminating the Work, and in case of such termination after Seller has partially performed the Work, Purchaser agrees to pay Seller the portion of the total contract price attributable to the Work installed, ordered or delivered as of the date of termination, as well as any and all costs of termination, including but not limited to costs of terminating subcontracts or purchase orders, costs of work-in-progress, and costs of demobilization, and any and all delay damages incurred by Seller.
7. Purchaser shall be responsible for securing the Work from loss and protecting from damage and shall bear the risk of loss with respect to all material installed and all material delivered to the Project. Notwithstanding the foregoing, the title to all material shall remain in the Seller until payment in full is made by Purchaser. Purchaser shall insure such materials against loss or damage in amount and manner sufficient to protect the interest of the Seller, and Seller shall be named as an additional insured under such insurance.
8. It is agreed the Seller reserves a contractual lien and security interest in all material furnished hereunder until the entire price to be paid and all other sums due Seller have been fully paid. Purchaser shall execute such financing statements or other documents requested by Seller as necessary to perfect Seller's security interest. In the event of default in the making of any such payment, or in the event Purchaser becomes insolvent, makes an assignment for the benefit of creditors or in the event that a proceeding in bankruptcy or insolvency be instituted against Purchaser, or voluntarily by Purchaser, then at Seller's option, Seller, its agents, successors and assigns may, without notice or demand, resell the material or any part thereof at either public or private sale. If the unpaid balance due Seller under this agreement, including any interest due and damages resulting from Purchaser's default, including any attorneys' fees incurred and the expenses of resale, are not satisfied by proceeds of the sale, Purchaser agrees promptly to pay such deficiency.

If there is a surplus from the proceeds of the sale after the payment of the above items, it shall be paid to Purchaser.

9. In the event of any default by Seller, Purchaser shall give Seller written notice of default, and shall give Seller five (5) days from the date of Seller's receipt of such notice to cure or commence and diligently pursue cure of such default.
10. The rights, duties and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts or laws or rules which would refer its interpretation to the laws of another jurisdiction.
11. At Seller's option, all claims, disputes, and other matters in question arising out of or relating to this Agreement, or the breach thereof, may be decided by arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, with a single arbitrator under regular track procedures unless otherwise elected by Seller. All arbitration proceedings or other legal proceedings will be in Houston, Texas. This agreement to arbitrate shall be specifically enforceable. It is agreed that the Work performed, and labor and/or materials furnished pursuant to this Agreement affects and involves interstate commerce. Any legal action against the Seller relating, or the breach of these Terms, shall be commenced within one (1) year from the date of the completion of the Work. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in the court having jurisdiction thereof.

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
CERTIFICATION OF FILING

Certificate Number:
2024-1202313

Date Filed:
08/19/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CFI Mechanical, Inc.
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-3MS
Replace 3 condenser coils for chiller 2

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. [X]

6 UNSWORN DECLARATION

My name is Roy Cizmar, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), [redacted] (country).

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

Executed in Harris County, State of Texas, on the 19 day of August (month), 2024 (year).

Roy A. Cizmar

Signature of authorized agent of contracting business entity
(Declarant)