



August 28, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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

THE FOLLOWING MEMBERS WERE PRESENT:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
Anna Goodman
By: Kaddie Smith

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10am by Judge Richard Meyer

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

4. General Discussion of Public Matters and Public Participation.

n/a

5. Approve July 3, 2024 and August 21, 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. Public Hearing regarding amending the 2024 Calhoun County budget. (RHM)

Public Hearing opened at 10:02am
Erica Perez read the amendments.
Public Hearing closed at 10:07am

7. Consider and take necessary action to amend the 2024 Calhoun County budget. (RHM)

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

8. Approve and accept the donation of a StairMaster Free Climber 4600 PT to Calhoun County EMS from Danielle Lacina, General Manager of the Port Lavaca Anytime Fitness. (RHM)

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

9. Consider and take necessary action to allow Sheriff Vickery to apply for an NRA grant for the purchase of additional ALERRT training aids for the Calhoun County Sheriffs Office. This equipment will be utilized for training of ALL county Law Enforcement Personnel and will consist of an additional 5 simunition pistols, 5 simunition rifle uppers, 10 rifle lowers and personal protective equipment. (RHM)

Sheriff explained the grant and training.

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

10. Consider and take necessary action to use Secure Tech Systems Inc. bid proposal in the amount of \$52,405.80 for the replacement of the Calhoun County Panic Button System and allow County Judge Richard Meyer to sign all pertinent documentation. Secure Tech is on the Buy Board. (RHM)

pass

11. Consider and take necessary action to approve Project Manual and Plans for Bid No. 2024.09 - Bill Sanders Park - Swan Point Bulkhead & Pier Construction and allow Urban Engineering and auditor's office to advertise for bids. (GDR)

Matt Glaze briefly explained the plan.

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

12. Consider and take necessary action to allow the County Clerk to sign the proposed quote from Kofile for the digital imaging and indexing of an estimated 67,000 pages of Volumes 1 -71 of Official Public Records. (RHM)

pass

13. Consider and take necessary action to award the contract to the most responsible and responsive bidder of Fun Abounds, Inc. and to negotiate profit and achieve a final contract price not to exceed to bid proposal of \$733,795.95 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 explained the process of choosing a bidder.

Court awarded contract to Fun Abounds, Inc.

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

14. Discuss and take necessary action to allow Vern Lyssy to sign for an aerobic septic system service contract for Precinct 2 with Silverback Septic Solutions. (VLL)

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

15. Consider and take necessary to deposit the refund check in the amount of \$2,232.17 for parts from Kyrish Truck Centers of Victoria to Road & Bridge, Pct. 2 account 1000-550-53510, Road & Bridge Supplies. (VLL)

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

16. Accept Reports from the following County Offices:

- i. County Treasurer – February, March and April 2024 (Revised)
- ii. County Treasurer – Statement of Balances – 1st Quarter 2024 (Revised)
- iii. County Treasurer – Investment Report – 1st Quarter 2024 (Revised)

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

17. 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

18. Approval of bills and payroll. (RHM)

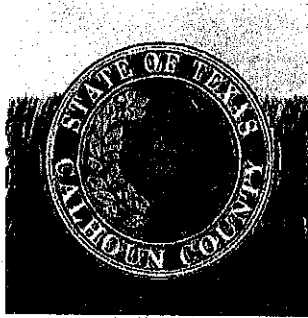
MMC Bills:

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

County Bills:

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

adjourned 10:40am



CALHOUN COUNTY COMMISSIONERS' COURT PACKET COMPLETION SHEET

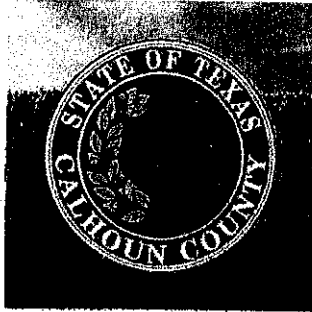
- ☒ **All Agenda Items Properly Numbered**
- ☒ **Contracts Completed and Signed**
- ☒ **All 1295's Flagged for Acceptance
(number of 1295's 1)**
- ☒ **All Documents for Clerk Signature Flagged
(All documents needing to be attested to need to be
signed day of Commissioner's Court.)**

On this 28th day of August 2024, the packet
for the 28th 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

Item 10 - Pass
Item 12 - Pass

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 28, 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 10:10 FILED 10 O'CLOCK a m

The subject matter of such meeting is as follows:

1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Approve July 3, 2024 and August 21, 2024 Commissioners' Court Regular Meeting Minutes. (RHM)
6. Public Hearing regarding amending the 2024 Calhoun County budget. (RHM)
7. Consider and take necessary action to amend the 2024 Calhoun County budget. (RHM)
8. Approve and accept the donation of a StairMaster Free Climber 4600 PT to Calhoun County EMS from Danielle Lacina, General Manager of the Port Lavaca Anytime Fitness. (RHM)
9. Consider and take necessary action to allow Sheriff Vickery to apply for an NRA grant for the purchase of additional ALERRT training aids for the Calhoun County Sheriffs Office. This equipment will be utilized for training of ALL county Law Enforcement Personnel and will consist of an additional 5 simunition pistols, 5 simunition rifle uppers, 10 rifle lowers and personal protective equipment. (RHM)
10. Consider and take necessary action to use Secure Tech Systems Inc. bid proposal in the amount of \$52,405.80 for the replacement of the Calhoun County Panic Button System and

AUG 23 2024

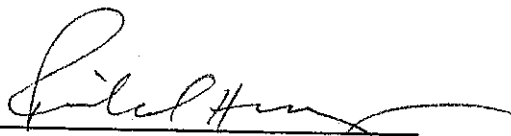
ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS

DEPUTY:

Handwritten signature of Anna Goodman

allow County Judge Richard Meyer to sign all pertinent documentation. Secure Tech is on the Buy Board. (RHM)

11. Consider and take necessary action to approve Project Manual and Plans for Bid No. 2024.09 - Bill Sanders Park - Swan Point Bulkhead & Pier Construction and allow Urban Engineering and auditor's office to advertise for bids. (GDR)
12. Consider and take necessary action to allow the County Clerk to sign the proposed quote from Kofile for the digital imaging and indexing of an estimated 67,000 pages of Volumes 1 -71 of Official Public Records. (RHM)
13. Consider and take necessary action to award the contract to the most responsible and responsive bidder of Fun Abounds, Inc. and to negotiate profit and achieve a final contract price not to exceed to bid proposal of \$733,795.95 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)
14. Discuss and take necessary action to allow Vern Lyssy to sign for an aerobic septic system service contract for Precinct 2 with Silverback Septic Solutions. (VLL)
15. Consider and take necessary to deposit the refund check in the amount of \$2,232.17 for parts from Kyrish Truck Centers of Victoria to Road & Bridge, Pct. 2 account 1000-550-53510, Road & Bridge Supplies. (VLL)
16. Accept Reports from the following County Offices:
 - i. County Treasurer – February, March and April 2024 (Revised)
 - ii. County Treasurer – Statement of Balances – 1st Quarter 2024 (Revised)
 - iii. County Treasurer – Investment Report – 1st Quarter 2024 (Revised)
17. Consider and take necessary action on any necessary budget adjustments. (RHM)
18. 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.

04



August 28, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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

THE FOLLOWING MEMBERS WERE PRESENT:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
Anna Goodman
By: Kaddie Smith

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 10am by Judge Richard Meyer

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

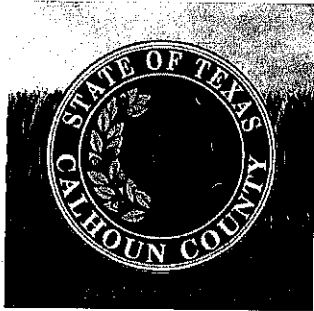
4. General Discussion of Public Matters and Public Participation.

n/a

05

5. Approve July 3, 2024 and August 21, 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

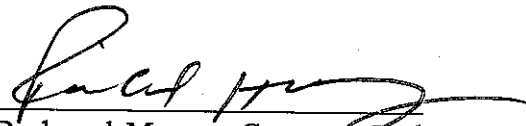


Richard H. Meyer
County Judge

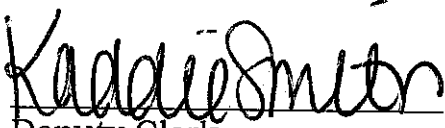
David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Clyde Syma, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

The Commissioners' Court of Calhoun County, Texas met on Wednesday, July 3, 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


Kaddie Smith
Deputy Clerk





July 3, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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

THE FOLLOWING MEMBERS WERE PRESENT:

Richard Meyer
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
Anna Goodman
By: Kaddie Smith

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 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 wishes everyone a happy and safe 4th of July.

5. Approve June 19, 2024 Commissioners' Court Regular Meeting Minutes. (RHM)

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

6. Hear Report from Memorial Medical Center. (RHM)

Erin Clevenger gave the report for May and June 2024

7. Hear Annual Report from the Calhoun County Veteran Affairs Officer. (RHM)

Ron Langford gave the annual report.

8. Consider and take necessary action to remove K9 Lima from the Sheriffs Office Inventory. She will be purchased by the Waller County Sheriffs Office. (RHM)

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

9. Consider and take necessary action to authorize the County Clerk to sign the renewal contract (Contract No. HHSREV1000002457) with the Department of State Health Services ("DSHS"). This renews the contract that was approved on Commissioners' Court on 9/7/22. The contract expires 8/31/24. This will allow us to continue to issue the remote birth certificates. (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 approve the ground lease with SS Holdings, LLC for the building and use of an airport hangar at the Calhoun County Airport and authorize the court to sign. (RHM)

Lou Svetlik explained the need for expanding the airport.

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

11. Consider and take necessary action to accept the drainage easement from William Pontillo to Calhoun County and authorize Commissioner Lyssy to sign same. (VLL)

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

12. Approve and Accept the renewal of the IA Agreement with Valley View Consultants with a term of 2 years and authorize the County Treasurer to sign. (RHM)

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

13. Consider and take necessary action to approve the 2025 Calhoun County Clerk Archive Plan. (RHM)

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

14. Consider and take necessary action to approve the Agreement with Suburban Propane for Propane/delivery to the Radio Tower (103 Stringham Dr.) and authorize Judge Richard Meyer to sign. (RHM)

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

15. Consider and take necessary action to allow Sheriff Vickery to receive \$9,033.99 of the \$29,000.00 sign on bonus from Prodigy, in equipment for the new state mandated ALERT training. (RHM)

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

16. Consider and take necessary action to approve Agreement with Amtech Solutions, Inc. (Amtech) for the Calhoun County Annex Building Roof Uplift Resistance and Fastener Pull Test in the amount of \$7,200.00 and authorize Judge Richard Meyer to sign. (RHM)

Scott Mason explained the agreement.

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

17. Consider and take necessary action on the "Golden Crescent Regional Advisory Council EMS Mutual Aid Agreement" and approve the EMS Director to sign. (RHM)

Dustin Jenkins explained the agreement.

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

18. Consider and take necessary action to accept the following audit reports.

- a. Tax Office Audit – 2022 - Q1-Q4
- b. County Clerk Audit – 2023 - Q3
- c. County Clerk Audit – 2023 - Q4
- d. DA Hot Check Fee Fund Audit – 2023 – Q4
- e. DA Hot Check Restitution Audit– 2023 – Q4
- f. District Clerk Audit 2023 – Q4
- g. EMS Audit – 2023 – Q4
- h. Fairground Facility Rental Audit – 2023 – Q4
- i. JP 1 Audit – 2023 – Q4
- j. JP 2 Audit – 2023 – Q4
- k. JP 3 Audit – 2023 – Q4
- l. JP 4 Audit – 2023 – Q4
- m. JP 5 Audit – 2023 – Q4
- n. Juvenile Probation Audit – 2023 – Q4
- o. Museum Audit - 2023 – Q4
- p. POC Community Center Rentals Audit - 2023 – Q4
- q. SO Audit – 2023 – Q1-Q2
- r. Tax Office Audit – 2023 – Q1-Q3
- s. Treasurer Audit – 2023 – Q3-Q4
- t. Waste Management Audit 2023 – Q4

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

19. Accept Monthly Reports from the following County Offices:

- a. Tax Assessor-Collector – May 2024

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

20. 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

21. Approval of bills and payroll. (RHM)

MMC Bills:

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

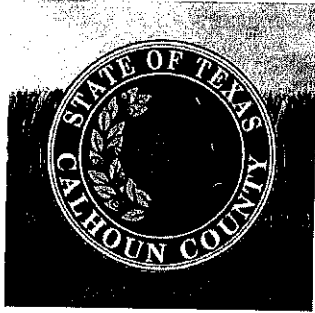
Indigent Healthcare:

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

County Bills 2024:

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

Adjourned 10:43am

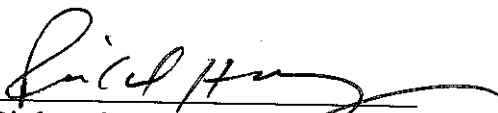


Richard H. Meyer
County Judge

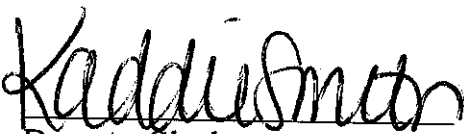
David Hall, Commissioner, Precinct 1
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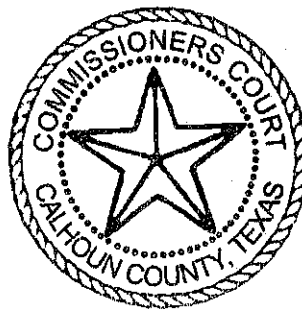
The Commissioners' Court of Calhoun County, Texas met on Wednesday, August 21, 2024,
at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at
211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

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 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
David Hall
Vern Lyssy
Joel Behrens
Gary Reese
Anna Goodman
By: Kaddie Smith

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

Meeting was called to order at 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 0.6222	
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 Management, 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:

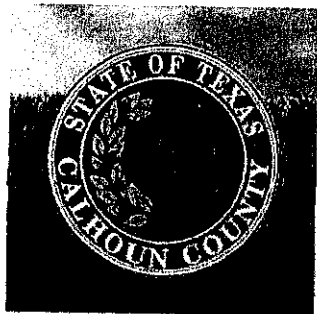
20. Consider and take necessary action to approve the proposal with CFI Mechanical, Inc. to repair one chiller at the Calhoun County Courthouse for the amount of \$35,250.00. (RHM)

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

06

6. Public Hearing regarding amending the 2024 Calhoun County budget. (RHM)

Public Hearing opened at 10:02am
Erica Perez read the amendments.
Public Hearing closed at 10:07am



Richard H. Meyer
County Judge

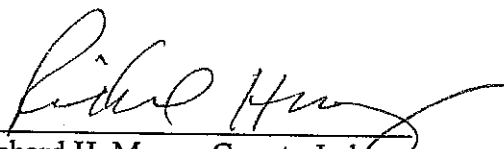
David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

NOTICE OF PUBLIC HEARING TO AMEND THE 2024 BUDGET

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, August 28, 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.

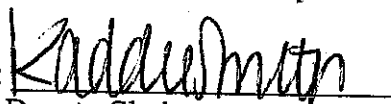
The Calhoun County Commissioners' Court will hold a Public Hearing on amending the 2024 Calhoun County Budget.

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


Richard H. Meyer, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

AT 10:10 FILED
O'CLOCK *a* M

By: 
Deputy Clerk

AUG 23 2024
ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
DEPUTY: 

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

07

7. Consider and take necessary action to amend the 2024 Calhoun County budget. (RHM)

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

COMMISSIONERS' COURT BUDGET AMENDMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024

HEARING TYPE: PUBLIC

BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: BUILDING MAINTENANCE

DEPARTMENT NO: 170

AMENDMENT NUMBER: 6767

AMENDMENT REASON:

CREATE ACCOUNT AS NEEDED FOR INSURANCE RECOVERY FUNDS RECEIVED FOR JAIL LEAK DUE TO STORM ON 5/31/24. ACCEPTED IN CC 7/24/24.

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
65464	REPAIRS-INSURANCE RECOVERY	999	NO GRANT	\$0	\$0	\$3,857	\$0	(\$3,857)	
AMENDMENT NO 6767 TOTAL				\$0	\$0	\$3,857	\$0	(\$3,857)	

BUILDING MAINTENANCE TOTAL

DEPARTMENT NAME: CONTINGENCIES

DEPARTMENT NO: 240

AMENDMENT NUMBER: 6763

AMENDMENT REASON: CORRECT 2024 BUDGET ENTRY ERROR

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
66460	TRAVEL OUT OF COUNTY CEAFCS	999	NO GRANT	\$0	\$0	\$0	\$5,000	\$5,000	
66640	VACATION PAY UPON TERMINATION	999	NO GRANT	\$0	\$0	\$5,000	\$0	(\$5,000)	
AMENDMENT NO 6763 TOTAL				\$0	\$0	\$5,000	\$5,000	\$0	

CONTINGENCIES TOTAL

DEPARTMENT NAME: EMERGENCY COMMUNICATION DIVISION DEPARTMENT NO: 635

COMMISSIONERS' COURT BUDGET AMENDMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024

HEARING TYPE: PUBLIC

BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY COMMUNICATION DIVISION DEPARTMENT NO: 635

AMENDMENT NUMBER: 6765

AMENDMENT REASON: CREATE ACCOUNT AS NEEDED

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
70654	BUILDING-EMERGENCY COMMUNICATI	999	NO GRANT	\$0	\$0	\$1	\$0	(\$1)
AMENDMENT NO 6765 TOTAL				\$0	\$0	\$1	\$0	(\$1)

AMENDMENT NUMBER: 6766

AMENDMENT REASON: CREATE ACCOUNT AS NEEDED

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53995	UNIFORMS	999	NO GRANT	\$0	\$0	\$2,000	\$0	(\$2,000)
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$1,000	\$0	(\$1,000)
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$0	\$3,000	\$3,000
AMENDMENT NO 6766 TOTAL				\$0	\$0	\$3,000	\$3,000	\$0

EMERGENCY COMMUNICATION DIVISION TOTAL

\$0

\$0

\$2,000

\$3,000

\$0

DEPARTMENT NAME: EMERGENCY MANAGEMENT

DEPARTMENT NO: 630

AMENDMENT NUMBER: 6764

AMENDMENT REASON: CREATE ACCOUNT AS NEEDED

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$1	\$0	(\$1)

COMMISSIONERS' COURT BUDGET AMENDMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024

HEARING TYPE: PUBLIC

BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY MANAGEMENT

DEPARTMENT NO: 630

AMENDMENT NUMBER: 6764

AMENDMENT REASON: CREATE ACCOUNT AS NEEDED

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
AMENDMENT NO 6764 TOTAL				\$0	\$0	\$1	\$0	(\$1)

EMERGENCY MANAGEMENT TOTAL

DEPARTMENT NAME: LIBRARY

DEPARTMENT NO: 140

AMENDMENT NUMBER: 6768

AMENDMENT REASON: CREATE ACCOUNT AS NEEDED

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51630 COMP TIME PAY				\$0	\$0	\$1	\$0	(\$1)
999 NO GRANT				\$0	\$0	\$1	\$0	(\$1)
AMENDMENT NO 6768 TOTAL				\$0	\$0	\$1	\$0	(\$1)

EMERGENCY TOTAL

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

COMMISSIONERS' COURT BUDGET AMENDMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024

HEARING TYPE: PUBLIC BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NUMBER: 6767

AMENDMENT REASON: CREATE ACCOUNT AS NEEDED FOR INSURANCE RECOVERY FUNDS RECEIVED FOR JAIL LEAK DUE TO STORM ON 5/31/24. ACCEPTED IN CC 7/24/24.

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
49150	RECOVERIES-INSURANCE	999	NO GRANT	\$3,857	\$0	\$0	\$0	\$3,857
AMENDMENT NO 6767 TOTAL				\$3,857	\$0	\$0	\$0	\$3,857

REVENUE TOTAL				\$3,857	\$0	\$0	\$0	\$3,857
GENERAL FUND TOTAL				\$3,857	\$0	\$11,860	\$8,000	(\$3)

FUND NAME COURTHOUSE SECURITY FUND

FUND NO: 2670

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NUMBER: 6769

AMENDMENT REASON: CREATE ACCOUNT AS NEEDED

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
65725	SECURITY SERVICES-SHERIFF	999	NO GRANT	\$0	\$0	\$5,300	\$0	(\$5,300)
72545	EQUIPMENT SECURITY	999	NO GRANT	\$0	\$0	\$0	\$5,300	\$5,300
AMENDMENT NO 6769 TOTAL				\$0	\$0	\$5,300	\$5,300	\$0

NO DEPARTMENT TOTAL				\$0	\$0	\$6,500	\$5,300	\$0

COMMISSIONERS' COURT BUDGET AMENDMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024

HEARING TYPE: PUBLIC

BUDGET YEAR: 2024

FUND NAME COURTHOUSE SECURITY FUND

FUND NO: 2670

COURTHOUSE SECURITY FUND TOTAL

\$0 \$0 \$5,300 \$5,300 \$0

FUND NAME CAP.PROJ.-BILL SANDERS MEMORIAL PARK IMPROVEMENTS

FUND NO: 5183

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NUMBER: 6770

AMENDMENT REASON: SETUP PROJECT BUDGET-MBMT/BILL SANDERS PARK CONTRACT CC 1/24/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
62454	ENGINEERING SERVICES	636	MATAGORDA BAY MITIGATIO	\$0	\$0	\$35,000	\$0	(\$35,000)
73252	IMPROVEMENTS-PARK	636	MATAGORDA BAY MITIGATIO	\$0	\$0	\$284,000	\$0	(\$284,000)
AMENDMENT NO 6770 TOTAL				\$0	\$0	\$319,000	\$0	(\$319,000)

NO DEPARTMENT TOTAL

\$0 \$0 \$5,300 \$5,300 \$0

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NUMBER: 6770

AMENDMENT REASON: SETUP PROJECT BUDGET-MBMT/BILL SANDERS PARK CONTRACT CC 1/24/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
49056	MATAGORDA BAY MITIGATION TRUST	636	MATAGORDA BAY MITIGATIO	\$319,000	\$0	\$0	\$0	\$319,000
AMENDMENT NO 6770 TOTAL				\$319,000	\$0	\$0	\$0	\$319,000

REVENUE TOTAL

\$319,000 \$0 \$0 \$0 \$319,000

CAP.PROJ.-BILL SANDERS MEMORIAL PARK IMPROVEMENTS TOTAL

\$319,000 \$0 \$319,000 \$0 \$0

COMMISSIONERS' COURT BUDGET AMENDMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024

HEARING TYPE: Public

BUDGET YEAR: 2024

FUND NAME CAPITAL PROJECT-GREEN LAKE PARK

FUND NO: 5225

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NUMBER: 6771

AMENDMENT REASON: ADJUST BUDGET PER AMENDMENT #2. CC 4/10/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
62454	ENGINEERING SERVICES	636	MATAGORDA BAY MITIGATIO	\$0	\$0	\$5,900	\$0	(\$5,900)
71045	CONSTRUCTION-GREEN LAKE PARK	636	MATAGORDA BAY MITIGATIO	\$0	\$0	\$0	\$5,900	\$5,900
AMENDMENT NO 6771 TOTAL				\$0	\$0	\$5,900	\$5,900	\$0

AMENDMENT NUMBER: 6772

AMENDMENT REASON: ADJUST BUDGET PER AMENDMENT #1. CC 12/20/23

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
62454	ENGINEERING SERVICES	636	MATAGORDA BAY MITIGATIO	\$0	\$0	\$23,250	\$0	(\$23,250)
71045	CONSTRUCTION-GREEN LAKE PARK	636	MATAGORDA BAY MITIGATIO	\$0	\$0	\$0	\$23,250	\$23,250
AMENDMENT NO 6772 TOTAL				\$0	\$0	\$23,250	\$23,250	\$0

NO DEPARTMENT TOTAL

CAPITAL PROJECT-GREEN LAKE PARK TOTAL

\$0

\$0

\$29,150

\$29,150

\$0

FUND NAME JUVENILE PROBATION FUND

FUND NO: 9200

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

COMMISSIONERS' COURT BUDGET AMENDMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024

HEARING TYPE: Public

BUDGET YEAR: 2024

FUND NAME JUVENILE PROBATION FUND

FUND NO: 9200

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NUMBER: 6776

AMENDMENT REASON: RECORD TJJD FY2025 BUDGET 9/1/24-8/31/25. SET UP FY2025 GRANT CODES

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51763	SALARIES & FRINGE - COURT INTAKE	806	JUVENILE PROBATION-TJJD	\$0	\$0	\$23,163	\$0	(\$23,163)
51764	SALARIES & FRINGE - DIRECT SUPERV	806	JUVENILE PROBATION-TJJD	\$0	\$0	\$70,289	\$0	(\$70,289)
51765	SALARIES & FRINGE - YOUTH SERVICE	806	JUVENILE PROBATION-TJJD	\$0	\$0	\$15,000	\$0	(\$15,000)
51766	SALARIES & FRINGE - SALARY ADJUST	806	JUVENILE PROBATION-TJJD	\$0	\$0	\$20,754	\$0	(\$20,754)
62567	FAMILY CONFLICT RESOLUTION & SKL	806	JUVENILE PROBATION-TJJD	\$0	\$0	\$60,000	\$0	(\$60,000)
64839	PREVENTION AND INTERVENTION - GR	806	JUVENILE PROBATION-TJJD	\$0	\$0	\$125,078	\$0	(\$125,078)
65410	REGIONAL DIVERSION ALTERNATIVE	806	JUVENILE PROBATION-TJJD	\$0	\$0	\$60,000	\$0	(\$60,000)
65543	RESIDENTIAL PLACEMENT - PRE&POS	806	JUVENILE PROBATION-TJJD	\$0	\$0	\$94,466	\$0	(\$94,466)
65545	RESIDENTIAL PLACEMENT - MENTAL H	806	JUVENILE PROBATION-TJJD	\$0	\$0	\$25,151	\$0	(\$25,151)
AMENDMENT NO 6776 TOTAL				\$0	\$0	\$493,901	\$0	(\$493,901)

AMENDMENT NUMBER: 6777

AMENDMENT REASON: UPDATE TJJD GRANT BUDGET FOR CHIEFS ASSOCIATION CONFERENCE. GRANT YEAR 9/1/23-8/31/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
66314	TRAINING TRAVEL	805	JUVENILE PROBATION-TJJD	\$0	\$0	\$17,854	\$0	(\$17,854)
AMENDMENT NO 6777 TOTAL				\$0	\$0	\$17,854	\$0	(\$17,854)

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

COMMISSIONERS' COURT BUDGET AMENDMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024

HEARING TYPE: Public

BUDGET YEAR: 2024

FUND NAME JUVENILE PROBATION FUND

FUND NO: 9200

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NUMBER: 6776

AMENDMENT REASON: RECORD TJJD FY2025 BUDGET 9/1/24-8/31/25. SET UP FY2025 GRANT CODES

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
43099	TEXAS JUVENILE JUSTICE DEPT GRAN	806	JUVENILE PROBATION-TJJD	\$433,901	\$0	\$0	\$0	\$433,901
43147	JUVENILE PROBATION - TJJD REIMBUR	806	JUVENILE PROBATION-TJJD	\$60,000	\$0	\$0	\$0	\$60,000
AMENDMENT NO 6776 TOTAL				\$493,901	\$0	\$0	\$0	\$493,901

AMENDMENT NUMBER: 6777

AMENDMENT REASON: UPDATE TJJD GRANT BUDGET FOR CHIEFS ASSOCIATION CONFERENCE. GRANT YEAR 9/1/23-8/31/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
43099	TEXAS JUVENILE JUSTICE DEPT GRAN	805	JUVENILE PROBATION-TJJD	\$17,854	\$0	\$0	\$0	\$17,854
AMENDMENT NO 6777 TOTAL				\$17,854	\$0	\$0	\$0	\$17,854

REVENUE TOTAL				\$511,755	\$0	\$0	\$0	\$511,755
JUVENILE PROBATION FUND TOTAL				\$511,755	\$0	\$511,755	\$0	\$0
Grand Total				\$834,612	\$0	\$877,065	\$42,450	(\$3)

08

8. Approve and accept the donation of a StairMaster Free Climber 4600 PT to Calhoun County EMS from Danielle Lacina, General Manager of the Port Lavaca Anytime Fitness. (RHM)

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

Debbie Vickery

From: Dustin.Jenkins@calhouncotx.org (Dustin Jenkins) <Dustin.Jenkins@calhouncotx.org>
Sent: Monday, August 19, 2024 2:50 PM
To: debbie.vickery@calhouncotx.org
Cc: Erika Rojas; Donna Hall
Subject: Fwd: Donation

Debbie,

Please place the following on the next Commissioners Court agenda.

Approve and accept the donation of a StairMaster Free Climber 4600 PT to Calhoun County EMS from Danielle Lacina, General Manager of the Port Lavaca Anytime Fitness.

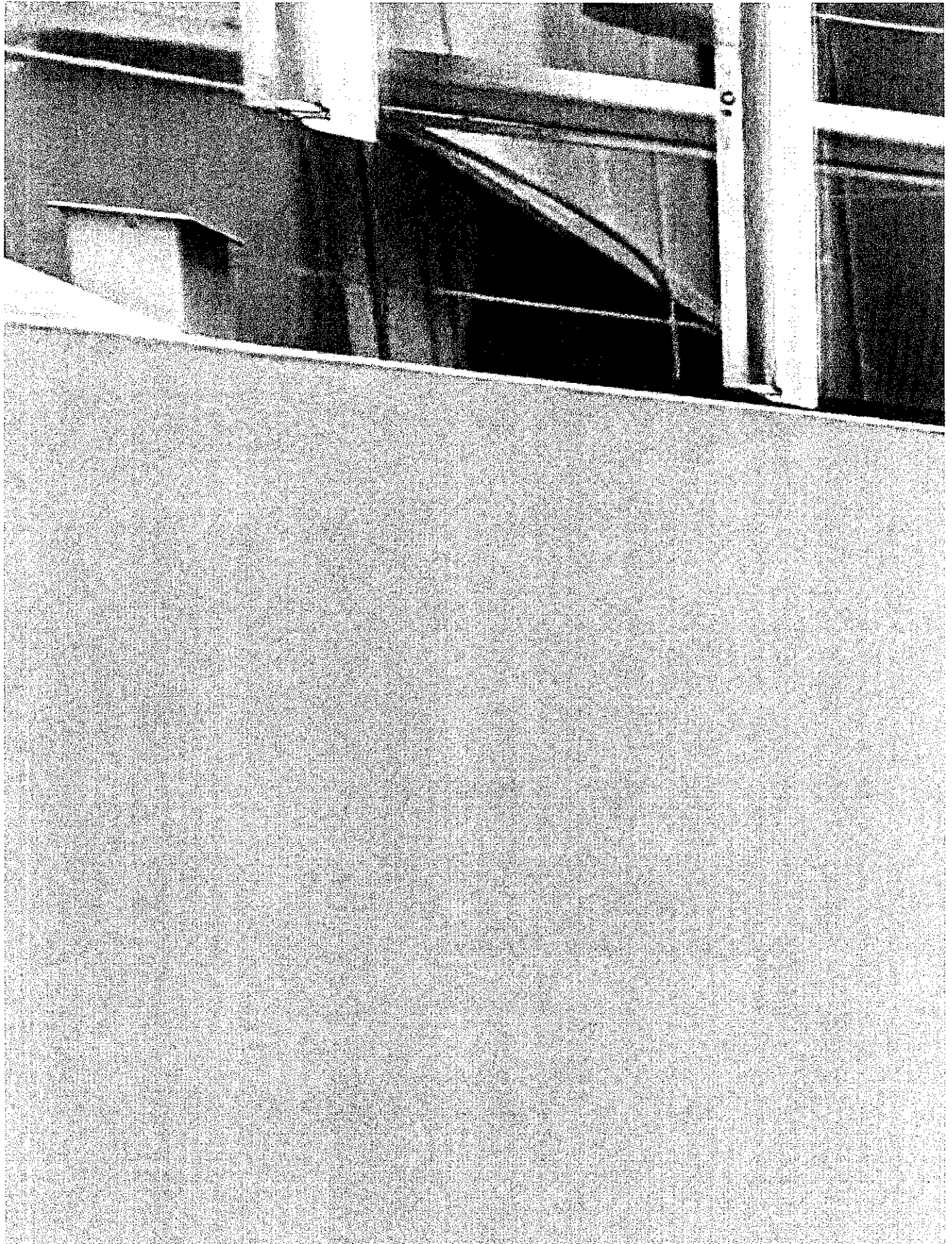
Thanks,

Dustin Jenkins

From: "Matthew.Hooten@calhouncotx.org (Matthew Hooten)" <Matthew.Hooten@calhouncotx.org>
To: "Dustin Jenkins" <dustin.jenkins@calhouncotx.org>
Date: Fri, 16 Aug 2024 10:48:39 -0500
Subject: Donation

Good afternoon

Danielle Lacina , who is the general manager of the Anytime Fitness in Port Lavaca would like to donate some workout equipment to our EMS department. She will be donating a StairMaster Free climber 4600 PT. Attached are pictures of the equipment and as I understand it is in good working order.



Matthew Hooten

Sent from my iPhone

Calhoun County Texas

J. Dustin Jenkins, DMin, MBA, LP
Director of Emergency Medical Services
705 Henry Barber Way
Calhoun County, TX
dustin.jenkins@calhouncotx.org
(361) 571-0014

Calhoun County Texas

09

9. Consider and take necessary action to allow Sheriff Vickery to apply for an NRA grant for the purchase of additional ALERRT training aids for the Calhoun County Sheriffs Office. This equipment will be utilized for training of ALL county Law Enforcement Personnel and will consist of an additional 5 simunition pistols, 5 simunition rifle uppers, 10 rifle lowers and personal protective equipment. (RHM)

Sheriff explained the grant and training.

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

**CALHOUN COUNTY, TEXAS
COUNTY SHERIFF'S OFFICE**

**211 SOUTH ANN STREET
PORT LAVACA, TEXAS 77979**

**PHONE NUMBER (361) 553-4646
FAX NUMBER (361) 553-4668**

**MEMO TO: RICHARD MEYER, COUNTY JUDGE
SUBJECT: NRA GRANT APPLICATION
DATE: AUGUST 28, 2024**

Please place the following item(s) on the Commissioner's Court agenda for the date(s) indicated:

AGENDA FOR AUGUST 28, 2024

* Consider and take necessary action to allow Sheriff Vickery to apply for an NRA grant for the purchase of additional ALERRT training aids for the Calhoun County Sheriff's Office. This equipment will be utilized for training of ALL county Law Enforcement personal and will consist of an additional 5 simunition pistols, 5 simunition rifle uppers, 10 rifle lowers and personal protective equipment.

Sincerely,



Bobbie Vickery
Calhoun County Sheriff

10

10. Consider and take necessary action to use Secure Tech Systems Inc. bid proposal in the amount of \$52,405.80 for the replacement of the Calhoun County Panic Button System and allow County Judge Richard Meyer to sign all pertinent documentation. Secure Tech is on the Buy Board. (RHM)

Pass

Debbie Vickery

From: Bobbie.Vickery@calhouncotx.org (Bobbie Vickery) <Bobbie.Vickery@calhouncotx.org>
Sent: Wednesday, August 21, 2024 12:40 PM
To: Debbie.Vickery@calhouncotx.org
Subject: Agenda Item for Next Week
Attachments: Quote - WAVE Plus.pdf

Need to add this to the next Wednesday agenda please.

Consider and take necessary action to use Secure Tech Systems Inc. bid proposal in the amount of \$52,405.80 for the replacement of the Calhoun County Panic Button System and allow County Judge Richard Meyer to sign all pertinent documentation. Secure Tech is on the Buy Board.

Sheriff BJ Vickery

Calhoun County Sheriff's Office
Office 361-553-4646
Fax 361-553-4668



Calhoun County Texas



WAVE Plus System Proposal for Calhoun County, TX

May 2, 2024

Item	Description	Quantity	Cost	Total
Courthouse				
1	WAVE Plus Control Panel	1	\$8,930.00	\$8,930.00
2	Single Button Duress Alarm	31	\$133.95	\$4,152.45
3	Repeater	1	\$660.25	\$660.25
4	SMS Text Message Feature, per 12 months	2	\$114.00	\$228.00
Port O'Conner				
5	WAVE Plus Control Panel	1	\$8,930.00	\$8,930.00
6	Single Button Duress Alarm	3	\$133.95	\$401.85
7	SMS Text Message Feature, per 12 months	2	\$114.00	\$228.00
Seadrift				
8	WAVE Plus Control Panel	1	\$8,930.00	\$8,930.00
9	Single Button Duress Alarm	3	\$133.95	\$401.85
10	SMS Text Message Feature, per 12 months	2	\$114.00	\$228.00
Port Comfort				
11	WAVE Plus Control Panel	1	\$8,930.00	\$8,930.00
12	Single Button Duress Alarm	3	\$133.95	\$401.85
13	SMS Text Message Feature, per 12 months	2	\$114.00	\$228.00
Annex Building - Probation				
14	Single Button Duress Alarm	19	\$133.95	\$2,545.05
15	Repeater	1	\$660.25	\$660.25
Annex Building II				
16	Single Button Duress Alarm	10	\$133.95	\$1,339.50
17	Repeater	1	\$660.25	\$660.25
Private School				
18	Single Button Duress Alarm	10	\$133.95	\$1,339.50
19	Repeater	2	\$660.25	\$1,320.50
20	On Site Set-up and Training	2	\$945.25	\$1,890.50

TIPS 240102 Emergency Responder Supplies, Equipment, and Services

** Please note that this quote does NOT include state and local taxes at applicable rates.

Total \$52,405.80

Key Features

- Two year limited warranty standard with all WAVE systems
- Customer must provide a radio for each control panel if 800 MHz or any other non-standard frequencies are specified
- This quote is valid for six months from the issue date
- SecureTech's standard terms and conditions apply

Accepted By: _____

Date: _____

11

11. Consider and take necessary action to approve Project Manual and Plans for Bid No. 2024.09 - Bill Sanders Park - Swan Point Bulkhead & Pier Construction and allow Urban Engineering and auditor's office to advertise for bids. (GDR)

Matt Glaze briefly explained the plan.

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



August 19, 2024

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

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for August 28, 2024.

- Consider and take necessary action to approve Project Manual and Plans for Bid No. 2024.09 – Bill Sanders Park – Swan Point Bulkhead & Pier Construction and allow Urban Engineering and auditor's office to advertise for bids.

Sincerely,

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

Gary D. Reese

GDR/at

PROJECT MANUAL

FOR

**BID NO. 2024.09 - CALHOUN COUNTY
BILL SANDERS PARK - SWAN POINT
BULKHEAD & PIER CONSTRUCTION
SEADRIFT, TEXAS**

AUGUST 2024

PREPARED BY:

**URBAN ENGINEERING
TREF# F-160
CONSULTING ENGINEERS
2004 N. COMMERCE ST.
VICTORIA, TEXAS 77901-5510
U.E. JOB NO. E25470.00**



8/26/24

INTRODUCTORY INFORMATION

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00010	Table of Contents
00015	List of Drawings

PROJECT MANUAL

FOR

**BID NO. 2024.09 - CALHOUN COUNTY
BILL SANDERS PARK - SWAN POINT
BULKHEAD & PIER CONSTRUCTION
SEADRIFT, TEXAS**

AUGUST 2024

PREPARED BY:

**URBAN ENGINEERING
TREF# F-160
CONSULTING ENGINEERS
2004 N. COMMERCE ST.
VICTORIA, TEXAS 77901-5510
U.E. JOB NO. E25470.00**



[Handwritten Signature] *PT*
8/24/24

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BIDDING REQUIREMENTS

- 00100 Bid Solicitation**
- 00200 Instructions to Bidders**
- 00410 Bid Form**
- 00430 Bid Form Supplements**
- 00450 Representations and Certifications**
- 00490 Bidding Addenda**

**INVITATION TO BID
FOR
BID NO. 2024.09 - CALHOUN COUNTY
BILL SANDERS PARK - SWAN POINT
BULKHEAD & PIER CONSTRUCTION
SEADRIFT, TEXAS**

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

Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction, Seadrift, Texas

The project consists of the construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.

Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

A **Pre-Bid Conference** will be held at **10:00 a.m. on Tuesday, September 17, 2024** at the Bill Sanders Park located off Swan Point Road in Seadrift, Texas. All Bidders and Plan Holders are strongly urged to attend.

Sealed Bids consisting of one USB flash drive and one original and three printed copies are due before 2:00:00 p.m. on Thursday, October 10, 2024. At this time, all bids will be publicly opened and read aloud at the County Judge's office in the Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

All bids (one USB flash drive and one original and three printed copies) must be delivered to the Office of the Calhoun County Judge in a sealed 9 x 12 or larger envelope and clearly marked **Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction, Seadrift, Texas**. Calhoun County does not accept faxed or emailed bids. Any bids received after the due date and time will be returned unopened.

Sealed Bids may be hand delivered or mailed to:

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

Bidders must submit with their bid a bid bond, cashier's or certified check payable without recourse to the order of Calhoun County, Texas in an amount not less than five percent (5%) of the bid submitted as a guarantee that the Bidder will enter into a contract and execute bonds and guarantee in the forms provided within fifteen (15) days after Notice of Award of contract to him. Bids submitted without the required security will not be considered.

All contractors and subcontractors must be cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the contractor. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, Section 3 Businesses, and Labor Surplus Area Firms are encouraged to submit bids.

Calhoun County reserves the right to reject any or all bids or to waive any informalities in the bidding and to award to the responsible bidder submitting the best qualified acceptable bid who, in the opinion of Calhoun County, offers the bid in the best interest of the County. Bids may be held by Calhoun County for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the Bidders' qualifications prior to the contract award.

The successful Bidder will be required to purchase and furnish a Performance Bond and a Payment Bond, each in the amount of the contract, written by a responsible surety company, authorized to do business in the State of Texas, as required by Article 5160, V.A.T.C.S., as amended by H.B. 344, passed by the 56th Legislature, Regular Session, 1959.

Information for Bidders, bid forms, specifications and plans are available for inspection during regular business hours at Urban Engineering, 2004 N. Commerce Street, Victoria, Texas 77901, (361) 578-9836.

Prospective Bidders may obtain complete copies of the plans, project manual and specifications from Urban Engineering. An electronic file copy is available at no charge or a printed copy is available for a non-refundable fee of \$100.00 per copy. It is recommended that Bidders obtain a complete copy of the Bidding Documents from Urban Engineering to submit a bid.

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services.

Candice Villarreal
County Auditor
Calhoun County, Texas

Publish: September 4, 2024
 September 11, 2024

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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. *Bidder*--The individual or entity who submits a Bid directly to OWNER.
- B. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered is Urban Engineering, 2004 N. Commerce Street, Victoria, TX 77901, (361) 578-9836.
- C. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. If the deposit sum, if any, stated in the Advertisement or Invitation to Bid is refundable, the deposit sum will be refunded upon return to the Issuing Office of the Project Manual and Plans, in good condition, within 10 days of Bid Opening.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

- A. Completed Statement of Bidder's Qualifications

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:

- 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at the location, time and date indicated in the Advertisement or Invitation to Bid. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective

Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 5% of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on the form attached) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which the Work is to be substantially completed and ready for final payment is set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute. Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and OWNER may consider such price adjustment in evaluating Bids and making the contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from ENGINEER.

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed

and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid form.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid form, and, if required, the Bid Bond. The Bid must be submitted on the forms

provided. The unbound copy of the Bid form is to be completed and submitted with the Bid security and the following data:

- A. Schedule of Proposed Subcontractors;
- B. Statement of Bidder's Qualifications;
- C. Affidavit;
- D. Conflict of Interest Questionnaire Form CIQ;
- E. Certification Regarding Debarment & Suspension and Other Responsibility Matters;
- F. Certification Regarding Lobbying;
- G. Disclosure of Lobbying Activities and Instructions;
- H. House Bill 89 Verification;
- I. Residence Certification;
- J. System for Award Management (Print out of search results);
- K. W-9.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the location indicated in the Advertisement or Invitation to Bid.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When ENGINEER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to ENGINEER. Within fifteen days thereafter, ENGINEER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 OWNER is exempt from state and local sales tax pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act. Refer to paragraph 6.10.A of the Supplementary Conditions for additional information.

ARTICLE 23 - RETAINAGE

23.01 CONTRACTOR is not allowed to deposit securities in lieu of retainage.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED - Not Applicable

ARTICLE 25 - PARTNERING - Not Applicable

BID FORM

PROJECT IDENTIFICATION:

Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point
Bulkhead & Pier Construction
Seadrift, Texas

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2024.09

THIS BID IS SUBMITTED TO:

The Honorable Richard H. Meyer, Calhoun County Judge
Calhoun County Courthouse
211 S. Ann Street, Suite 301
Port Lavaca, Texas 77979

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the

specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) on the following page(s):

BID NO. 2024.09 - CALHOUN COUNTY					
BILL SANDERS PARK - SWAN POINT					
BULKHEAD & PIER CONSTRUCTION					
(BIDDER)					
PREPARED BY: URBAN ENGINEERING					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
GENERAL					
1.	Mobilization, Insurance and Bonds (Maximum 10% of Base Bid)	1	LS	\$	\$
2.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling, Traffic Control Plan & Temporary Striping)	1	LS	\$	\$
3.	Construction Staking	1	LS	\$	\$
SUBTOTAL GENERAL					\$
IMPROVEMENTS					
4.	Timber Pier	1	LS	\$	\$
5.	Vinyl Bulkhead	336	LF	\$	\$
6.	Fish Cleaning Station	1	LS	\$	\$
7.	Bulkhead Cap	1,100	SF	\$	\$
8.	Concrete Sidewalk	590	SF	\$	\$
9.	ADA Parking	340	SF	\$	\$
10.	Curb Stop	1	EA	\$	\$
11.	ADA Parking Sign	1	EA	\$	\$
12.	ADA Striping	1	LS	\$	\$
13.	Water Main (1" Sch 40)	320	LF	\$	\$
14.	Hose Bib	3	EA	\$	\$
15.	Remove & Install New Electrical Panel	1	LS	\$	\$
16.	Pier Conduit & Wire	1	LS	\$	\$
17.	Fishing Light (Green LED)	6	EA	\$	\$
SUBTOTAL IMPROVEMENTS					\$
TOTAL BASE BID					\$

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

It is the intent of the OWNER to award a Contract for all work items and quantities listed on the Bid Form. In the event that the low Bid submitted by a qualified Bidder exceed the funds budgeted for this Project, the OWNER reserves the right to reduce the scope of the work so that the Project can be completed within the budgeted amount; this may be done by eliminating any or all parts of the Project. The Bidder hereby agrees to maintain the unit prices shown on the Bid Form should this reduction in the scope of the work be necessary.

6.01 Bidder agrees that the Work will be substantially complete **within** _____ **calendar days (TO BE FILLED IN BY BIDDER)** after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 14 calendar days after the date of substantial completion.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following document(s) are attached to and made a condition of this Bid:

- A. Required Bid Security in the form of _____ (specify type of Bid Security: Bond, Cashier's Check, Certified Check);
- B. Schedule of Proposed Subcontractors to be identified in this Bid;
- C. Statement of Bidder's Qualifications with supporting data;
- D. Affidavit;
- E. Conflict of Interest Questionnaire Form CIQ;
- F. Certification Regarding Debarment & Suspension and Other Responsibility Matters;
- G. Certification Regarding Lobbying;
- H. Disclosure of Lobbying Activities and Instructions;
- I. House Bill 89 Verification;
- J. Residence Certification;
- K. System for Award Management (Print out of search results);
- L. W-9.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on _____.

State Contractor License No. _____ (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID BOND**BIDDER** (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER**SURETY**

 Bidder's Name and Corporate Seal (Seal)

 Surety's Name and Corporate Seal (Seal)

By: _____
 Signature and Title

By: _____
 Signature and Title
 (Attach Power of Attorney)

Attest: _____
 Signature and Title

Attest: _____
 Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent

jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

SCHEDULE OF PROPOSED SUBCONTRACTORS

Bidder proposes the following subcontractors to be used for major portions of the Project. All major subcontractors must be listed and submitted with the Bid. Bidder may change subcontractors after Bid submittal only as approved by the Engineer. Major subcontractors are those who will do work having a total value of more than five percent (5%) of the Contract amount. The maximum total value of work performed by all subcontractors on the Project shall not exceed seventy-five percent (75%) of the Contract amount.

Subcontractor	Address & Telephone Number	Speciality	Subcontract Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: _____

Address: _____

Date Organized: _____ Date Incorporated: _____

Number of years in contracting business under present name: _____

CONTRACTS ON HAND:

Contract	Dollar Amount	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

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

Project	Dollar Amount	Mo/Yr Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF TEXAS {}

AFFIDAVIT

COUNTY OF _____ {}

_____ being first duly sworn, deposes and says: that he or she is
(Type or Print Name)
the _____ of _____, having its
(Type or Print Title) (Type or Print Name of Company/Firm)
principal address at _____
(Type or Print Physical and Mailing Address)

who submits herewith to Calhoun County the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact herein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of Calhoun County, or of any other bidder/proposer, or anyone else interested in the bid/proposal contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves an advantage over any other bidder/proposer.

Affiant further deposes and says: that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from submitting a bid/proposal or withdraw their bid/proposal;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price/proposal of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price/fee or of that of anyone else;
- d) did not give, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with the submitted bid/proposal; and
- e) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative hereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, thereof, to any individual or group of individuals, or to any official, employee or agent of Calhoun County prior to the official opening of this bid/proposal.

Affiant further deposes and says: that the bid price(s) or proposed fees contained in this bid/proposal have been carefully checked and is submitted as true and correct, agrees to furnish any and/or all items/services upon which bid prices or proposed fees are awarded and upon the conditions and requirements contained in the bid/proposal.

Signature of Affiant

Printed Name and Title of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath, states that the facts contained in the above are true and correct, this _____ day of _____, 20_____.

Signature of Notary Public

Notary Stamp/Seal

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a - d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

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

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

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

Certification Regarding Lobbying

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503 Approved by OMB 0348-0046

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas

(Company Name)

as defined in Government Code §2252.001 and our principal place of business is

(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as

(Company Name)

defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

INSERT

SYSTEM FOR AWARD MANAGEMENT (SAM) RECORD SEARCH FOR COMPANY AND COMPANY'S PRINCIPAL(S)

- Company, Corporation, Firm or Partnership, and its Principals, must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) or the State of Texas Comptroller Debarred Vendor List and must have an active registration with the System for Award Management (www.SAM.gov).

Include verification that your Company, Corporation, Firm or Partnership is registered and that the Company, Corporation, Firm or Partnership, and its Principals, are not listed (are not debarred) through the System for Award Management (www.SAM.gov).

Include a printout of the search results that includes the required information and the record date.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

00490
BIDDING ADDENDA

CONTRACTING REQUIREMENTS

- 00510 Notice of Award**
- 00520 Agreement Form**
- 00550 Notice to Proceed**
- 00610 Bonds**
- 00620 Certificates**
- 00640 Release of Liens**
- 00700 General Conditions**
- 00800 Supplementary Conditions**
- 00810 Calhoun County General Conditions**
- 00940 Modifications**

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CONTRACT: Construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction, Seadrift, Texas

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for _____

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your Contract is _____ Dollars (\$_____).

One (1) copy of the proposed Contract Documents (except Drawings) accompanies this Notice of Award. Two (2) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the ENGINEER one (1) fully executed set of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20) and General Conditions (paragraph 5.01).

EJCDC No. 1910-22 (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

3. List other conditions precedent.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Upon execution by the OWNER, one fully executed copy of the Contract Documents will be returned to you by the ENGINEER.

URBAN ENGINEERING

By: Matt A. Glaze, P.E.
Vice President

Copy to OWNER

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between CALHOUN COUNTY, (hereinafter called OWNER), and _____, (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

Construction of 276 feet of vinyl bulkhead and a 233-foot timber pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described as the Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction.

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Urban Engineering who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within _____ calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 14 calendar days after the date of substantial completion.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties

involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$300.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$300.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Contractor's Bid in the amount of \$_____ for the Total Base Bid, attached hereto as an exhibit. As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the first day of each month during performance of the Work as provided in paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

- 1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. Ninety percent (90%) of Work completed (with the balance being retainage); and
 - b. Ninety percent (90%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Other Bonds;
 - 5. General Conditions;
 - 6. Supplementary Conditions;
 - 7. General Conditions – Calhoun County
 - 8. Specifications as listed in the Table of Contents of the Project Manual;
 - 9. Drawings as listed on page 00015-1 of the Project Manual;
 - 10. Addenda;
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR's Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents described in paragraph 8.01.A are incorporated into this Agreement for all purposes as if set forth verbatim herein.
- C. There are no Contract Documents other than those listed above in this Article 8.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.
- E. All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

ARTICLE 9 - MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

[The rest of this page is intentionally blank.]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed by their duly authorized officials in one original. Additional copies of the original executed Agreement will be distributed to all appropriate parties.

The effective date of this Agreement will be _____, _____.

OWNER:

CONTRACTOR:

CALHOUN COUNTY

By: _____
Richard H. Meyer, County Judge

By: _____

(Corporate Seal)

(Corporate Seal)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

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

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process: _____

*(If Contractor is a corporation or a partnership,
attach evidence of authority to sign.)*

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CONTRACT: Construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

You are notified that the Contract Times under the above Contract will commence to run on _____, _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, _____ and the date of readiness for final payment is _____, _____.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

URBAN ENGINEERING

By: _____
Matt A. Glaze, P.E.
Vice President

Copy to OWNER

EJCDC No. 1910-23 (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

- 1 The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
- 2 If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
- 3 If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
 - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.
6. Reserved
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER'S priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a first-tier Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

OWNER: Calhoun County

CONTRACTOR: _____

CONTRACT DATE: _____

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, _____,

SURETY COMPANY, on bond of CONTRACTOR, hereby approves of the final payment to the CONTRACTOR, and agrees that final payment to the CONTRACTOR shall not relieve the SURETY COMPANY of any of its obligations to OWNER as set forth in the said SURETY COMPANY's bond.

IN WITNESS WHEREOF, the SURETY COMPANY has hereunto set its hand this _____ day of _____, _____.

ATTEST:

SURETY COMPANY

Signature of Authorized Representative

Title

(SEAL)

APPLICATION FOR PAYMENT NO. _____

To: Calhoun County (OWNER)

From: _____

(CONTRACTOR)

Contract: Construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.

Project: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

OWNER's Contract No.: Bid No. 2024.09

ENGINEER's Project No.: E25470.00

For Work accomplished through the date of: _____

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work: \$ _____	
	_____ % of stored material: \$ _____	
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Applications for Payment:	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation:

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated _____

CONTRACTOR

State of _____
County of _____

By: _____

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

URBAN ENGINEERING

Dated _____

By: _____

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Application No.: _____ Date: _____

E25470.00 - Application for Payment
08/24

CERTIFICATE OF INSURANCE
(Sample Form)
(This can be replaced with form from Insurance Company)

Owner of Project: _____

Address of Owner: _____

Project to be Performed by Insured: _____

Date of Certificate: _____

THIS IS TO CERTIFY THAT _____
(Name and Address of Insured)

is, at this time, insured by this company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by this company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy Number	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				
Contingent Liability				
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing policies (do) (do not) cover all subcontractors.

Locations covered: _____

Description of operations covered: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER: Calhoun County

CONTRACTOR:

CONTRACT: Construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

OWNER's CONTRACT NO.: Bid No. 2024.09

ENGINEER's PROJECT NO.: E25470.00

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
CALHOUN COUNTY
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that the Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, _____
(Date)

URBAN ENGINEERING
(ENGINEER)

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, _____
(Date)

(CONTRACTOR)

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, _____
(Date)

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE _____

OWNER: Calhoun County

CONTRACTOR: _____

CONTRACT DATE: _____

CONTRACT AMOUNT: _____

CONTRACT: Construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

OWNER's CONTRACT NO: Bid No. 2024.09

ENGINEER's PROJECT NO.: E25470.00

This Certificate of Final Completion applies to all Work under the Contract Documents.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that the Work is hereby declared to be complete in accordance with the Contract Documents on

DATE OF FINAL COMPLETION

Executed by ENGINEER on _____,
(Date)

URBAN ENGINEERING
(ENGINEER)

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on _____,
(Date)

(CONTRACTOR)

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Final Completion on _____,
(Date)

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

AFFIDAVIT OF ALL BILLS PAID

THE STATE OF _____

COUNTY OF _____

_____ personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he/she is a duly authorized representative of the Contractor, _____, and that the Contract for the **Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction** has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection with this Project have been fully paid.

Signature

Typed Name

Title

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Signature

Printed Name

In and for the State of _____

Commission Expires

GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, _____
("CONTRACTOR"), of the City of _____, County of _____,
and State of _____, as CONTRACTOR for the Bid No. 2024.09 - Calhoun County
Bill Sanders Park - Swan Point Bulkhead & Pier Construction, jointly and severally represent,
warrant, and guarantee as follows:

1. That all of the work ("Work") contemplated by that certain Contract dated _____,
_____, between Calhoun County ("OWNER") and _____
_____ (the undersigned CONTRACTOR) has been
completed in accordance with the plans, specifications, and change orders referred to
therein.
2. That all Work is free from faulty material in every particular throughout.
3. That all Work is free from improper workmanship throughout.
4. That all Work is guaranteed against unusual damage from proper and usual wear.
5. That CONTRACTOR will replace and/or re-execute, without cost to the OWNER such work
as may be found to be defective or not completed in accordance with Contract Documents
and Modifications, and will make good all damages caused to other work or materials as a
result of such defective work or its required replacement or re-execution.
6. That CONTRACTOR agrees to replace and/or re-execute defective or improperly completed
work for maintenance and all other purposes found within one (1) year after the date of final
and unconditional acceptance of the Work by OWNER as evidenced by OWNER's
Certificate of Acceptance of Work and/or the date of OWNER'S written acceptance of Work.
7. That CONTRACTOR agrees in the event that CONTRACTOR attempts to replace and/or re-
execute defective or improperly completed work during the initial one (1) year period of this
Guarantee, but CONTRACTOR does not properly replace and/or re-execute such defective
or improperly completed work, then the Guarantee period may be extended by OWNER at its
sole option for an additional period necessary for proper replacement and/or re-execution of
the Work by the CONTRACTOR within the terms of this Guarantee.
8. That CONTRACTOR agrees the one (1) year period of this Guarantee will not limit
OWNER's other rights under common law to have defects remedied when discovered after
one (1) year.
9. That notice of defective or improperly completed work shall be made in writing by certified or
registered mail, return receipt requested, and addressed as follows:

OWNER: Calhoun County
 Calhoun County Courthouse
 211 S. Ann Street, Suite 301
 Port Lavaca, Texas 77979

CONTRACTOR: _____

EXECUTED on this the _____ day of _____, _____.

CONTRACTOR

(Signature)

By: _____

Title: _____

FINAL WAIVER OF LIEN RIGHTS

FROM: _____ (Contractor)

TO: Calhoun County (Owner)

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

1. The undersigned does hereby waive, release, and surrender any claim, lien, or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment, or other work, rent services, or supplies, heretobefore furnished in and for the construction improvement, alteration or additions to the above-described project prior to the date hereof.
2. The undersigned further states that "Pay Estimate No. _____" attached hereto, as it relates to construction costs payable pursuant to its construction contract with Calhoun County is accurate as of the date hereof and that there are no mechanics' or materialmen's liens outstanding at the date of this Waiver. All due and payable bills with respect to the work performed by CONTRACTOR have been paid to date or are included in the amount requested in the attached Final Pay Estimate and there is no known basis for the filing of any mechanics' or materialmen's liens against the land or improvements of the OWNER; and waivers from all subcontractors and materialmen of subcontractor for work done and materials furnished have been obtained in such form as to constitute an effective waiver of all such liens under the laws of the State of Texas.
3. This Waiver of Lien Rights:
 - a. is given to secure payment for the work under the CONTRACTOR's construction contract in the amount of \$_____ as indicated in the attached Pay Estimate No. _____ Final;
 - b. will be fully effective upon receipt of said payment in full.
4. In further consideration of the payment as above set forth, and to induce the OWNER to make said payment, the undersigned agrees to defend and hold harmless the OWNER, Calhoun County, OWNER's lender, and/or any principal or surety from any claims hereinafter made by the undersigned and/or its employees, agents, servants, or assigns of such parties against the project.
5. The undersigned further states that upon receipt of the amount specified in Section 3(a) above, CONTRACTOR will have been fully paid for all sums due from OWNER under the construction contract and due from and after such receipt CONTRACTOR shall have no right or claim to any further payment from OWNER for any materials furnished or work performed by CONTRACTOR or by any person or entity claiming by, through, or under CONTRACTOR.

6. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for the purposes of this instrument.

Dated this _____ day of _____, _____.

CONTRACTOR

(Signature)

By: _____

Title: _____

STATE OF _____ §
COUNTY OF _____ §
§

The foregoing Final Waiver of Lien Rights was subscribed and sworn to me this _____ day of _____, _____, by _____, as _____ of _____.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public Signature

Printed Name

Commission Expires

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General  Contractors of America

Construction Specifications Institute



These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable

television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER

any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical

or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error,

ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to

OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific

written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and
2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except

Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection

therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was

not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm

such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the

requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER

and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form

that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued

and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties

in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor,

transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other

Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A

and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall

submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against

OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant

thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations

and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written

notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for

review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or

for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CON-

TRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and

programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER

informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be

accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the

interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work:

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and

other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's

correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days

after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed

to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as

CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages

within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no

demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

- b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph

12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection

therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or

Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not

promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in

paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise

by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is

substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree

constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the

final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's

continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equip-

ment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as

either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-1.01.A.20 ENGINEER's Consultant(s) include:

Urban Surveying, Inc.
2004 N. Commerce Street
Victoria, TX 77901-5510
(361) 578-9837

SC-1.01.A.40 Add the following sentence at the end of paragraph 1.01.A.40:

The Site of the work is within Calhoun County, Texas and is more clearly defined on the Location Map in the accompanying Drawings.

SC-4.02.A.1 Geotechnical data, if any, is available from the Engineer upon request.

SC-4.06.A There are no known hazardous environmental conditions at the Site.

SC-5.04.B.1 Add the following new paragraph immediately after paragraph 5.04.B.1:

The following entities shall be listed as additional insureds and certificate holders to all policies required by paragraphs 5.04.A.3 through 5.04.A.6, inclusive:

Urban Engineering
2004 N. Commerce Street
Victoria, Texas 77901-5510

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

SC-5.04.B.2 Add the following new paragraphs immediately after paragraph 5.04.B.2:

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for damages arising out of bodily or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than Two Million Dollars (\$2,000,000.00) in any one occurrence.

Property Damage Insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount. The Property Damage portion of this coverage shall include, where applicable, explosion, collapse and underground exposure coverage.

Automobile Liability and Property Damage Insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury or death of one person and not less than Five Hundred Thousand Dollars (\$500,000.00) in any one occurrence; and Property Damage Limits of not less than Three Hundred Thousand Dollars (\$300,000.00) in any one occurrence.

SC-5.06 Delete 5.06 in its entirety.

SC-5.07 Delete 5.07 in its entirety.

SC-5.08 Delete 5.08 in its entirety.

SC-5.10 Delete 5.10 in its entirety.

SC-6.02.B Add the following new paragraph immediately after paragraph 6.02.B:

Work shall not be performed without written permission of the OWNER on the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

SC-6.06.B Add the following new paragraph immediately after paragraph 6.06.B:

All major subcontractors must have been listed and submitted with the Bid. Bidder may change subcontractors after Bid submittal only as approved by the Engineer. Major subcontractors are those who will do work having a total value of more than five percent (5%) of the Contract amount. The maximum total value of work performed by all subcontractors on the Project shall not exceed seventy-five percent (75%) of the Contract amount.

SC-6.10.A Delete paragraph 6.10.A in its entirety and insert the following in its place:

OWNER is exempt from state and local sales tax pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rent or lease of all materials, supplies and equipment used or consumed in the performance of this contract may be exempted by issuing to suppliers an exemption certificate in lieu of the tax. The exemption certificate complies with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of the tax shall be subject to the provisions of the State Comptroller of Public Accounts Ruling No. 95-0.09 as amended to be effective October 2, 1968. CONTRACTOR shall pay any and all other taxes for the Work provided by CONTRACTOR which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

SC-7.01 Related Work at Site

OWNER reserves the right to perform additional work on the Project Site concurrent with this contract.

SC-9.03.A Add the following new paragraphs immediately after paragraph 9.03.A:

The duties and responsibilities of OWNER's Onsite Representative are limited and described as follows:

OWNER's Onsite Representative shall only observe, monitor and inspect CONTRACTOR's work in progress for the sole benefit of OWNER to determine if the work is proceeding in accordance with the job specifications set forth by the Project ENGINEER in the Contract Documents for this specific project. At the request of ENGINEER or CONTRACTOR and at OWNER's sole discretion, OWNER may provide a copy of the results of said observations, monitoring and inspections to ENGINEER or CONTRACTOR.

OWNER's Onsite Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).
2. Undertake any of the responsibilities or obligations of the Project ENGINEER or of a CONTRACTOR, Subcontractor, Supplier or a CONTRACTOR's or a Subcontractor Superintendent.
3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the work unless such advice or directions are specifically required on the part of OWNER by the Contract Documents.
4. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of a CONTRACTOR, Subcontractor or Supplier.
5. During OWNER's Onsite Representative's inspection, observation or monitoring of CONTRACTOR's work in progress, OWNER's Onsite Representative shall not supervise, direct or have control over the CONTRACTOR's work nor shall OWNER's Onsite Representative have authority over or responsibility for the means, methods, techniques, sequences, procedures selected by CONTRACTOR or Subcontractor for safety precautions and programs incident to CONTRACTOR or Subcontractor's work in progress, for any failure of a CONTRACTOR or Subcontractor to comply with laws and regulations applicable to a CONTRACTOR or Subcontractor performing and furnishing the work, or responsibility for a CONTRACTOR or Subcontractor's failure to furnish and perform the work in accordance with the job specifications set forth by the Project ENGINEER in the Contract Documents.

SC-11.01.A.5(j) Delete paragraph 11.01.A.5(j) in its entirety.

SC-11.01.C Delete paragraph 11.01.C in its entirety.

SC-11.03.C Delete paragraph 11.03.C in its entirety and insert the following in its place:

C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the total cost of a particular item of Unit Price Work amounts to five percent (5%) or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.01.B.2 Modify paragraph 12.01.B.2 to read as follows:

If the value of work on the project included in a change order is not covered by unit prices contained in the Contract Documents, mutually agreed upon new unit prices for the additional work will be established. (Cost-plus-a-percentage pricing will not be allowed.)

SC-12.01.B.3 Delete paragraph 12.01.B.3 in its entirety.

SC-12.01.C Delete 12.01.C in its entirety.

SC-12.03.A Amend the second sentence of paragraph 12.03.A to read as follows:

Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, hurricanes, epidemics, evacuations, or abnormal saturated soil conditions, or acts of God.

SC-16.01.A Methods and Procedures include:

- A. The parties shall endeavor to resolve their claims by mediation. Request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- B. The parties shall share the mediator's fee equally. The mediation must take place in Calhoun County, Texas unless another location is mutually agreed upon. The parties may either agree upon a mediator, or if they cannot agree, the presiding judge of the district courts of Calhoun County, Texas shall select the mediator. Agreements reached in

mediation shall be binding on both parties and shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SC-18 Add ARTICLE 18 – MINIMUM WAGE RATES

18.01 Minimum Wage Rates

- A. The CONTRACTOR shall pay at least the wage rates for the various classes of labor employed directly on this project in accordance with the appropriate current U.S. Department of Labor General Wage Decision Numbers, which are attached to these Contract Documents and included herein. Intentional failure of CONTRACTOR to pay these wage rates for workers directly employed on this project may subject the CONTRACTOR to a penalty as specified by Texas Government Code §2258.023.

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20240277 01/05/2024

Superseded General Decision Number: TX20230277

State: Texas

Construction Type: Building

Counties: Calhoun, Goliad and Victoria Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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

SC-18.01A-Minimum Wage Rates (Continued)

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

ELEC0278-002 08/27/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 29.50	8.94

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic		
Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

SUTX2014-057 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.04	0.00
CARPENTER.....	\$ 15.21 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.33 **	0.00

INSULATOR - MECHANICAL
{Duct, Pipe & Mechanical

SC-18.01A-Minimum Wage Rates (Continued)

System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 9.68 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.36 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 14.45 **	0.00
PIPEFITTER.....	\$ 25.80	8.55
PLUMBER.....	\$ 25.64	8.16
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53

SC-18.01A-Minimum Wage Rates (Continued)

TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) 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)).

SC-18.01A-Minimum Wage Rates (Continued)

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

SC-18.01A-Minimum Wage Rates (Continued)

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

SC-18.01A-Minimum Wage Rates (Continued)

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"

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20240029 01/05/2024

Superseded General Decision Number: TX20230029

State: Texas

Construction Type: Highway

Counties: Aransas, Calhoun, Goliad, Nueces and San Patricio
Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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.

Modification Number	Publication Date
0	01/05/2024

Rates	Fringes

```
FORM BUILDER/FORM SETTER
Paving & Curb.....$ 10.69 **
Structures.....$ 13.61 **
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LABORER		
Asphalt Raker.....	\$ 11.67	**
Flagger.....	\$ 8.81	**
Laborer, Common.....	\$ 10.25	**
Laborer, Utility.....	\$ 11.23	**
Pipelayer.....	\$ 11.17	**
Work Zone Barricade		
Servicer.....	\$ 11.51	**

POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.25	**
Asphalt Paving Machine.....	\$ 13.44	**
Mechanic.....	\$ 17.00	**
Motor Grader, Fine Grade....	\$ 17.74	
Motor Grader, Rough.....	\$ 16.85	**

TRUCK DRIVER		
Lowboy-Float.....	\$ 16.62	**
Single Axle.....	\$ 11.61	**

E25470.00 - Supplementary Conditions
08/24

SC-18.01A-Minimum Wage Rates (Continued)

** 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).

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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

SC-18.01A-Minimum Wage Rates (Continued)

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:

SC-18.01A-Minimum Wage Rates (Continued)

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

SC-18.01A-Minimum Wage Rates (Continued)

"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

SC-18.01A-Minimum Wage Rates (Continued)

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

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	**

SC-18.01A-Minimum Wage Rates (Continued)

Laborer, Utility.....	\$ 9.21 **
MECHANIC (Undefined).....	\$ 12.18 **
Motor Grader Operator Fine Grade.....	\$ 15.15 **
Motor Grader Operator Rough.....	\$ 12.95 **
Pavement Marking Machine Operator.....	\$ 13.32 **
Pipelayer.....	\$ 9.71 **
Roller Operator, Pneumatic, Self-Propelled.....	\$ 8.90 **
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 9.30 **
Roller Operator, Steel Wheel, Plant Mix Pavement.....	\$ 10.59 **
Scraper Operator.....	\$ 9.85 **
Servicer.....	\$ 11.18 **
Spreader Box Operator.....	\$ 13.00 **
Traveling Mixer Operator.....	\$ 12.67 **
Truck Driver Single Axle Heavy...	\$ 10.87 **
Truck Driver Single Axle, Light.....	\$ 10.85 **
Truck driver, lowboy-Float.....	\$ 13.70 **
Truck Driver, Tandem Axle, Semi-Trailer.....	\$ 10.05 **
Work Zone Barricade Servicer.....	\$ 9.63 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** 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

SC-18.01A-Minimum Wage Rates (Continued)

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>.

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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

SC-18.01A-Minimum Wage Rates (Continued)

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

SC-18.01A-Minimum Wage Rates (Continued)

- * 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"

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20240049 01/05/2024

Superseded General Decision Number: TX20230049

State: Texas

Construction Type: Residential

County: Calhoun County in Texas.

RESIDENTIAL CONSTRUCTION

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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.

SC-18.01A-Minimum Wage Rates (Continued)

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

SUTX1990-046 01/24/1990

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 7.25	**
BRICKLAYER.....	\$ 8.50	**
CARPENTER.....	\$ 7.25	**
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25	**
ELECTRICIAN.....	\$ 7.31	**
GLAZIER.....	\$ 7.25	**
IRONWORKER.....	\$ 7.25	**
Laborers:		
LABORERS.....	\$ 7.25	**
MASON TENDERS.....	\$ 7.25	**
PAINTER.....	\$ 7.25	**
Plumbers and Pipefitters.....	\$ 8.01	**
ROOFER.....	\$ 7.25	**
Sheet metal worker.....	\$ 9.44	**
TRUCK DRIVER.....	\$ 7.25	**
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher

SC-18.01A-Minimum Wage Rates (Continued)

minimum wage under Executive Order 14026 (\$17.20) 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).

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SC-18.01A-Minimum Wage Rates (Continued)

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.

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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

SC-18.01A-Minimum Wage Rates (Continued)

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.

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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"

00810
CALHOUN COUNTY
GENERAL CONDITIONS

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not

debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County

may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

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

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A
CALHOUN COUNTY, TEXAS
GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES
FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. See *Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease or if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease or name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies
- OR**
- #5 Mark an X in the Box if this applies
- #6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINT

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

CHANGE ORDER

No. _____

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Calhoun County

CONTRACTOR: _____

ENGINEER: Urban Engineering

CONTRACT: Construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

OWNER's CONTRACT NO.: Bid No. 2024.09

ENGINEER's PROJECT NO.: E25470.00

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ _____
Net Increase (Decrease) from previous Change Orders No. _____ to No. _____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

WORK CHANGE DIRECTIVE

No. _____

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Calhoun County

CONTRACTOR: _____

ENGINEER: Urban Engineering

CONTRACT: Construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction

OWNER's CONTRACT NO.: Bid No. 2024.09

ENGINEER's PROJECT NO.: E25470.00

You are directed to make the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change):

If OWNER or CONTRACTOR believes that the above change has affected Contract Price, any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices

☐ Lump Sum

☐ Cost of the Work _____

Estimated increase (decrease) in Contract Price:

\$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days.

RECOMMENDED:
ENGINEER

AUTHORIZED:
OWNER

ACCEPTED:
CONTRACTOR

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

EJCDC 1910-8-8 (1998 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

PROJECT SPECIFICATIONS

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SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work including work by Owner, Owner furnished products, required Work sequence, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of the contract is for the Bid No. 2024.09 - Calhoun County Bill Sanders Park - Swan Point Bulkhead & Pier Construction which includes the construction of 276 feet of vinyl bulkhead and a 233-foot timber fishing pier at the Bill Sanders Park - Swan Point in Seadrift, Texas.

1.03 ALTERNATES - None

1.04 WORK BY OWNER - None

1.05 OWNER FURNISHED PRODUCTS - None

1.06 REQUIRED WORK SEQUENCE - None

1.07 OWNER OCCUPANCY

- A. The Owner will occupy the site during the entire period of construction for the conduct of normal operations.
- B. Cooperate with the Owner to minimize conflict and to facilitate the Owner's operations. Coordinate Contractor's activities with Engineer.
- C. Schedule Work to accommodate this requirement.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01015

CONTRACTOR USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general use of the site including properties inside and outside of the site, work affecting roadways, ramps, streets and driveways and notification to adjacent occupants.

1.02 SITE

- A. Confine access and operations and storage areas to site provided by Owner; trespassing on abutting lands or other lands in the area is not allowed.
- B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of the site.

1.03 PROPERTIES OUTSIDE OF SITE

- A. Altering the condition of properties adjacent to the site will not be permitted unless authorized by the Engineer.
- B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of the site will not be permitted.
- C. Any damage to properties outside of the site shall be repaired or replaced to the satisfaction of the Engineer and at no cost to the Owner.

1.04 USE OF SITE

- A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets.
- B. Notify Engineer 48 hours prior to closing a street or a street crossing. Permits for street closures are required in advance and are the responsibility of the Contractor.
- C. Maintain access for emergency vehicles including access to fire hydrants.
- D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.
- E. Locate and protect private lawn sprinkler systems which may exist within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work.
- F. Perform daily clean up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave buildings, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

- A. Notify individual occupants in areas to be affected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

SECTION 01015

CONTRACTOR USE OF PREMISES

- B. Include in notification name and telephone numbers of a company representative for resident contact. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.
- C. Submit proposed notification to Engineer for approval. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

- A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.
- B. Operate all trucks in accordance with applicable provisions of the City's Ordinances.
- C. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or exceptionally large or heavy trucks or equipment.
- D. Construct and maintain access roads and parking areas as specified in Section 01500 - Temporary Facilities and Controls.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

- A. Avoid hindering or needlessly inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time, except by permission of the Engineer.
- B. Obtain the Engineer's approval when the nature of the Work requires closing of an entire street. Permits required for street closure are the Contractor's responsibility. Avoid unnecessary inconvenience to abutting property owners.
- C. Remove surplus materials and debris and open each block for public use as work in that block is complete.
- D. Acceptance of any portion of the Work will not be based on return of street to public use.
- E. Avoid obstructing driveways or entrances to private property.
- F. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

- A. Provide barricades and signs in accordance with Section VI of the State of Texas Manual on Uniform Traffic Control Devices.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.02 AUTHORITY

- A. Measurement methods delineated in Specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the Specification section shall govern.
- B. Measurements and quantities submitted by the Contractor will be verified by the Engineer.
- C. Contractor shall provide necessary equipment, workers, and survey personnel as required by Engineer to verify quantities.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Engineer shall determine payment as stated in the General Conditions.
- B. If the actual Work requires greater or lesser quantities than those quantities indicated in the Unit Price Bid, provide the required quantities at the unit prices contracted, except as otherwise stated in the General Conditions.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Reinforcing steel, rolled or formed steel or other metal shapes will be measured by CRSI or AISC Manual of Steel Construction weights. Welded assemblies will be measured by CRSI or AISC Manual of Steel Construction or scale weights.
- B. Measurement by Volume:
 - 1. Stockpiles: Measured by cubic dimension using mean length, width, and height or thickness.
 - 2. Excavation and Embankment Materials: Measured by cubic dimension using the average end area method.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Price Measurement: By unit designated in the agreement.
- F. Other: Items measured by weight, volume, area, or lineal means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PAYMENT

- A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services, and incidentals; and erection, application or installation of an item of the Work; and Contractor's overhead and profit.

SECTION 01025

MEASUREMENT AND PAYMENT

- B. Total compensation for required Unit Price Work shall be included in the Unit Price Bid. Claims for payment as Unit Price Work, but not specifically covered in the list of unit prices contained in the Unit Price Bid, will not be accepted.
- C. Interim payments for stored materials will be made only for materials to be incorporated under items covered in unit prices, unless disallowed in Supplementary Conditions. Such materials must be stored on the jobsite or at a location approved by the Engineer.
- D. Progress payments will be based on the Engineer's observations and evaluations of quantities incorporated in the Work multiplied by the unit price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities determined by Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
- F. Some individual technical specifications may contain measurement and/or payment provisions that may not be consistent with the Bid Form. In all cases, the Bid Form will take precedence over the technical specifications with regard to measurement and payment.

1.06 NONCONFORMANCE ASSESSMENT

- A. Remove and replace the Work, or portions of the Work, not conforming to the Contract Documents.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:
 - 1. The nonconforming Work will remain as is, but the unit price will be adjusted to a lower price at the discretion of Engineer.
 - 2. The nonconforming Work will be modified as authorized by the Engineer, and the unit price will be adjusted to a lower price at the discretion of Engineer, if the modified work is deemed to be less suitable than originally specified.
- C. Specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of Engineer to assess the nonconforming work and identify payment adjustment is final.

1.07 NONPAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable to Engineer.
 - 2. Products determined as nonconforming before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work, unless specified otherwise.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for processing Change Orders, including:
 - 1. Assignment of a responsible individual for approval and communication of changes in the Work;
 - 2. Documentation of change in Contract Price and Contract Time;
 - 3. Change procedures, using proposals and construction contract modifications, work change directive, stipulated price change order, unit price change order, time and materials change order;
 - 4. Execution of Change Orders;
 - 5. Correlation of Contractor submittals.

1.02 REFERENCES

- A. Rental Rate Blue Book for Construction Equipment (Data Quest Blue Book). Rental Rate is defined as the full unadjusted base rental rate for the appropriate item of construction equipment.

1.03 RESPONSIBLE INDIVIDUAL

- A. Contractor shall provide a letter indicating the name and address of the individual authorized to execute change documents, and who shall also be responsible for informing others in Contractor's employ and Subcontractors of changes to the Work. The information shall be provided at the Preconstruction Conference.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

- A. Contractor shall maintain detailed records of changes in the Work. Provide full information required for identification and evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
- C. Proposals shall include, as a minimum, the following information as applicable:
 - 1. Quantities of items in the original Bid Form with additions, reductions, deletions, and substitutions.
 - 2. When Work items were not included in the Bid Form, Contractor shall provide unit prices for the new items, with supporting information as required by the Engineer.
 - 3. Justification for any change in Contract Time.
 - 4. Additional data upon request.
- D. For changes in the Work performed on a time-and-material basis, the following additional information may be required:
 - 1. Quantities and description of products and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.
 - 4. Dates and times work was performed, and by whom.
 - 5. Time records and certified copies of applicable payrolls.
 - 6. Invoices and receipts for products, rented equipment, and subcontracts, similarly documented.
- E. Rented equipment will be paid to the Contractor by actual invoice cost for the duration of time required to complete the extra work. If the extra work comprises only a portion of the rental

invoice where the equipment would otherwise be on the site, the Contractor shall compute the hourly equipment rate by dividing the actual monthly invoice by 176. (One day equals 8 hours and one week equals 40 hours.) Operating costs shall not exceed the estimated operating costs given for the item of equipment in the Blue Book.

- F. For changes in the work performed on a time-and-materials basis using Contractor-owned equipment, compute rates with the Blue Book as follows:
 - 1. Multiply the appropriate Rental Rate by an adjustment factor of 70 percent plus the full rate shown for operating costs. The Rental Rate utilized shall be the lowest cost combination of hourly, daily, weekly or monthly rates. Use 150 percent of the Rental Rate for double shifts (one extra shift per day) and 200 percent of the Rental Rate for more than two shifts per day. No other rate adjustments shall apply.
 - 2. Standby rates shall be 50 percent of the appropriate Rental Rate shown in the Blue Book. Operating costs will not be allowed.

1.05 CHANGE PROCEDURES

- A. Changes to Contract Price or Contract Time can only be made by issuance of a Change Order. Issuance of a Work Change Directive or written acceptance by the Engineer of changes will be formalized into Change Orders. All changes will be in accordance with the requirements of the General Conditions.
- B. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by the General Conditions by issuing supplemental instructions.
- C. Contractor may request clarification of Drawings, Specifications or Contract Documents or other information. Response by the Engineer to a Request for Information does not authorize the Contractor to perform tasks outside the scope of the Work. All changes must be authorized as described in this section.

1.06 PROPOSALS AND CONTRACT MODIFICATIONS

- A. The Engineer may issue a - Request for Proposal, which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications. The Engineer may also request a proposal in the response to a Request for Information. Contractor will prepare and submit its Proposal within 7 days or as specified in the request.
- B. The Contractor may propose an unsolicited change by submitting a Proposal to the Engineer describing the proposed change and its full effect on the Work, with a statement describing the reason for the change and the effect on the Contract Price and Contract Time including full documentation.

1.07 WORK CHANGE DIRECTIVE

- A. Engineer may issue a signed Work Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The document will describe changes in the Work and will designate a method of determining any change in Contract Price or Contract Time.
- C. Contractor shall proceed promptly to execute the changes in the Work in accordance with the Work Change Directive.

1.08 STIPULATED PRICE CHANGE ORDER

- A. A stipulated price Change Order will be based on an accepted Proposal including the Contractor's lump sum price quotation.

1.09 UNIT PRICE CHANGE ORDER

- A. Where Unit Prices for the affected items of Work are included in the Bid Form, the unit price Change Order will be based on unit prices as originally bid, subject to provisions of the General Conditions.
- B. Where unit prices of Work are not pre-determined in the Bid Form, Work Change Directive or accepted Proposal will specify the unit prices to be used.

1.10 TIME-AND-MATERIAL CHANGE ORDER

- A. Contractor shall provide an itemized account and supporting data after completion of change, within time limits indicated for claims in the General Conditions.
- B. Engineer will determine the change allowable in Contract Price and Contract Time as provided in the General Conditions.
- C. Contractor shall maintain detailed records of work done on time-and-material basis as specified in paragraph 1.04, Documentation of Change in Contract Price and Contract Time.
- D. Contractor shall provide full information required for evaluation of changes, and shall substantiate costs for changes in the Work.

1.11 EXECUTION OF CHANGE DOCUMENTATION

- A. Engineer will issue Change Orders, Work Change Directives, or accepted Proposals for signatures of parties as described in the General Conditions.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

- A. For Stipulated Price Contracts, Contractor shall promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- B. For Unit Price Contracts, the next monthly estimate of work after acceptance of a Change Order will be revised to include any new items not previously included and the appropriate unit rates.
- C. Contractor shall promptly revise progress schedules to reflect any change in Contract Time, and shall revise schedules to adjust time for other items of work affected by the change, and resubmit for review.
- D. Contractor shall promptly enter changes to the on-site and record copies of the Drawings, Specifications or Contract Documents as required in Section 01720 - Project Record Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01040

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general coordination including preconstruction conference, site mobilization conference, and progress meetings.

1.02 RELATED DOCUMENTS

- A. Coordination is required throughout the documents. Refer to all of the Contract Documents and coordinate as necessary.

1.03 ENGINEER AND REPRESENTATIVES

- A. The Engineer may act directly or through designated representatives as defined in the General Conditions and as identified by name at the preconstruction conference.

1.04 CONTRACTOR COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Specifications sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of Work for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- C. Coordinate access to site for correction of nonconforming Work to minimize disruption of Owner's activities where Owner is in partial occupancy.

1.05 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a preconstruction conference.
- B. Attendance Required: Engineer's representatives, Consultants, Contractor, and major Subcontractors.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Designation of personnel representing the parties in Contract, and the Consultant.
 - 3. Review of insurance.
 - 4. Discussion of formats proposed by the Contractor for schedule of values, and construction schedule.
 - 5. Procedures and processing of shop drawings and other submittals, substitutions, pay estimates or applications for payment, Requests for Information, Request for Proposal, Change Orders, and Contract closeout.
 - 6. Scheduling of the Work and coordination with other contractors.
 - 7. Review of Subcontractors.
 - 8. Appropriate agenda items listed for Site Mobilization Conference, paragraph 1.06 C, when preconstruction conference and site mobilization conference are combined.
 - 9. Procedures for testing.
 - 10. Procedures for maintaining record documents.

1.06 SITE MOBILIZATION CONFERENCE

- A. When required by the Contract Documents, Engineer will schedule a conference at the Project site prior to Contractor occupancy.

SECTION 01040

COORDINATION AND MEETINGS

- B. Attendance Required: Engineer representatives, Consultants, Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor
 - 2. Safety and first aid procedures
 - 3. Construction controls provided by Owner
 - 4. Temporary utilities
 - 5. Survey and layout
 - 6. Security and housekeeping procedures

1.07 PROGRESS MEETINGS

- A. Project meetings shall be held at Project field office or other location as designated by the Engineer. Meeting shall be held at monthly intervals, or more frequent intervals if directed by Engineer.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Engineer representatives, and Consultants as appropriate to agenda topics for each meeting.
- C. Engineer or his representative will make arrangements for meetings and recording minutes.
- D. Engineer or his representative will prepare the agenda and preside at meetings.
- E. Contractor shall provide required information and be prepared to discuss each agenda item.
- F. Agenda:
 - 1. Review minutes of previous meetings
 - 2. Review of Work progress schedule submittal, and pay estimates, payroll and compliance submittals
 - 3. Field observations, problems, and decisions
 - 4. Identification of problems which impede planned progress
 - 5. Review of submittals schedule and status of submittals
 - 6. Review of Request for Information and Request for Proposal status
 - 7. Change order status
 - 8. Review of off-site fabrication and delivery schedules
 - 9. Maintenance of progress schedule
 - 10. Corrective measures to regain projected schedules
 - 11. Planned progress during succeeding work period
 - 12. Coordination of projected progress
 - 13. Maintenance of quality and work standards
 - 14. Effect of proposed changes on progress schedule and coordination
 - 15. Other items relating to Work

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cutting, patching and fitting of Work to existing facilities, or to accommodate installation or connection of Work with existing facilities, or to uncover work for access, inspection or testing.

1.02 CUTTING AND PATCHING

- A. Perform activities to avoid interference with facility operations and the Work of others in accordance with the Document 00700 - General Conditions of the Contract.
- B. Execute cutting and patching, including excavation, backfill and fitting to:
 - 1. Remove and replace defective Work or Work not conforming to the Drawings and Specifications.
 - 2. Take samples of installed Work as required for testing.
 - 3. Remove construction required to provide for specified alteration or addition to existing work.
 - 4. Uncover Work to provide for inspection or reinspection of covered Work by the Engineer or regulatory agencies having jurisdiction.
 - 5. Connect any Work that was not accomplished in the proper sequence to completed Work.
 - 6. Remove or relocate existing utilities and pipes which obstruct Work to which connections must be made.
 - 7. Make connections or alterations to existing or new facilities.
 - 8. Provide openings, channels, chases and flues, if any, and do cutting, patching and finishing.
- C. Restore existing work to a state equal to or better than that prior to cutting and patching. Restore new Work to standards of these Specifications.
- D. Support, anchor, attach, match, trim and seal materials to the Work of others. Unless otherwise specified, furnish and install sleeves, inserts, hangers, required for the execution of the Work.
- E. Provide shoring, bracing and support as required to maintain structural integrity and protect adjacent Work from damage during cutting and patching. Before cutting beams or other structural members, anchors, lintels or other supports, request written instructions from the Engineer. Follow such instructions, as applicable.

1.03 SUBMITTALS

- A. Submit written notice to the Engineer requesting consent to proceed prior to cutting which may affect structural integrity or design function, Owner operations, or work of another contractor.
- B. Include the following in submittal:
 - 1. Identification of project.
 - 2. Description of affected Work.
 - 3. Necessity for cutting.
 - 4. Effect on other work and on structural integrity.
 - 5. Include description of proposed Work:
 - a. Scope of cutting and patching.
 - b. Contractor, subcontractor or trade to execute Work.
 - c. Products proposed to be used.

SECTION 01045

CUTTING AND PATCHING

- d. Extent of refinishing.
- e. Schedule of operations.
- 6. Alternatives to cutting and patching, if any.
- C. Should conditions of Work or schedule indicate change of materials or methods, submit a written recommendation to the Engineer including:
 - 1. Conditions indicating change.
 - 2. Recommendations for alternative materials or methods.
 - 3. Submittals as required for substitutions.
- D. Submit written notice to the Engineer designating time Work will be uncovered for observation. Do not begin cutting or patching operations until authorized by the Engineer.

1.04 CONNECTIONS TO EXISTING FACILITIES

- A. Perform construction necessary to complete connections and tie-ins to existing facilities. Keep all existing facilities in continuous operation unless otherwise specifically permitted in these Specifications or approved by the Engineer.
- B. Coordinate with the Engineer and utility owner, interruption of service requiring connection into existing facilities. Bypassing of wastewater or sludge to waterways is not permitted. Provide temporary pumping facilities to handle wastewater if necessary. Use temporary bulkheads (e.g., inflatable plugs) to minimize disruption. Provide temporary power supply and piping to facilitate construction where necessary.
- C. Submit a detailed schedule of proposed connections, including shut-downs and tie-ins. Include in the submittal the proposed time and date as well as the anticipated duration of the Work. Submit the detailed schedule coordinated with the construction schedule.
 - 1. Provide specific time and date information to the Engineer 48 hours in advance of proposed Work.
- D. Procedures and Operations:
 - 1. The Contractor shall operate existing pumps, valves and gates required for sequencing procedures as directed by the Engineer. Do not operate any valve, gate or other item of equipment without the knowledge of the Engineer.
 - 2. Insofar as possible, equipment shall be tested and in operating condition before final tie-ins are made to connect equipment to the existing facility.
 - 3. Carefully coordinate Work and schedules. Provide written notice to the Engineer and utility owner at least 48 hours before shut-downs or by-passes are required.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01050

FIELD SURVEYING

PART 1 GENERAL

1.01 QUALITY CONTROL

- A. Conform to State of Texas laws for surveys requiring licensed surveyors. Employ a land surveyor acceptable to Engineer, if required.

1.02 SUBMITTALS

- A. Submit to Engineer the name, address, and telephone number of Surveyor before starting survey work.
- B. Submit documentation verifying accuracy of survey work on request.
- C. Submit information under provisions of Section 01300 - Submittals.

1.03 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Submit Record Documents under provisions of Section 01720 - Project Record Documents.

1.04 EXAMINATION

- A. Verify locations of survey control points prior to starting Work.
- B. Notify Engineer immediately of any discrepancies discovered.

1.05 SURVEY REFERENCE POINTS

- A. Control datum for survey is that established by Owner-provided survey as indicated on Drawings or in the Special Conditions.
- B. Locate and protect survey control points, including property corners, prior to starting site work; preserve permanent reference points during construction.
- C. Notify Engineer 48 hours in advance of need for relocation of reference points due to changes in grades or other reasons.
- D. Report promptly to Engineer the loss or destruction of any reference point.
- E. Contractor shall reimburse Owner for cost of reestablishment of permanent reference points disturbed by Contractor's operations.

1.06 SURVEY REQUIREMENTS

- A. Utilize recognized engineering survey practices.
- B. Establish a minimum of two permanent benchmarks on site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- C. Establish elevations, lines and levels to provide quantities required for measurement and payment and to provide appropriate controls for the Work. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading; fill and topsoil placement; utility locations, slopes, and invert elevations.

SECTION 01050

FIELD SURVEYING

2. Grid or axis for structures.

D. Verify periodically layouts by same means.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general quality assurance as related to Reference Standards and a list of references.

1.02 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on the date as stated in the General Conditions.
- C. Request clarification from Engineer before proceeding should specified reference standards conflict with Contract Documents.

1.03 SCHEDULE OF REFERENCES

AASHTO American Association of State Highway and Transportation Officials
444 North Capitol Street, N.W.
Washington, DC 20001

ACI American Concrete Institute
P.O. Box 19150
Reford Station
Detroit, MI 48219-0150

AGC Associated General Contractors of America
1957 E Street, N.W.
Washington, DC 20006

AI Asphalt Institute
Asphalt Institute Building
College Park, MD 20740

AITC American Institute of Timber Construction
333 W. Hampden Avenue
Englewood, CO 80110

AISC American Institute of Steel Construction
400 North Michigan Avenue, Eighth Floor
Chicago, IL 60611

AISI American Iron and Steel Institute
1000 16th Street, N.W.
Washington, DC 20036

ASME American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017

SECTION 01090

REFERENCE STANDARDS

ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
API	American Petroleum Institute 1220 L Street, N.W. Washington, DC 20005
AREA	American Railway Engineering Association 50 F Street, N.W. Washington, DC 20001
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society P.O. Box 35104 Miami, FL 33135
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRD	U.S.A. Corps. of Engineers
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60173-4758
EJMA	Expansion Joint Manufacturers Association 707 Westchester Avenue White Plains, NY 10604
FS	Federal Standardization Documents General Services Administration, Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
ICEA	Insulated Cable Engineer Association P.O. Box 440 S. Yarmouth, MA 02664

SECTION 01090

REFERENCE STANDARDS

IEEE	Institute of Electrical and Electronics Engineers 445 Hoes Lane P.O. Box 1331 Piscataway, NJ 0855-1331
MIL	Military Specifications General Services Administration, Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
NACE	National Association of Corrosion Engineers P. O. Box 986 Katy, TX 77450
NEMA	National Electrical Manufacturers' Association 2101 L Street, N.W., Suite 300 Washington, DC 20037
NFPA	National Fire Protection Association Batterymarch Park, P.O. Box 9101 Quincy, MA 02269-9101
OSHA	Occupational Safety Health Administration U.S. Department of Labor, Government Printing Office Washington, DC 20402
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083
PCI	Prestressed Concrete Institute 201 North Wacker Drive Chicago, IL 60606
SDI	Steel Deck Institute Box 9506 Canton, OH 44711
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality P. O. Box 13087 Austin, TX 78711-3087
TxDOT	Texas Department of Transportation 11th and Brazos Austin, TX 78701 2483
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

SECTION 01090

REFERENCE STANDARDS

UNI-BELL UNI-BELL Pipe Association
 2655 Villa Creek Drive, Suite 155
 Dallas, TX 75234

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures for:
 - 1. Schedule of Values
 - 2. Construction Schedules
 - 3. Shop Drawings, Product Data, and Samples
 - 4. Operations and Maintenance Data
 - 5. Manufacturer's Certificates
 - 6. Construction Photographs
 - 7. Project Record Documents
 - 8. Design Mixes

1.02 SUBMITTAL PROCEDURES

- A. Scheduling and Handling
 - 1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal is approved.
 - 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor.
 - 3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. No quantities will be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.
 - 4. Submit five copies of documents unless otherwise specified in the following paragraphs or in the Specifications.
 - 5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
 - 6. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.
- B. Transmittal Form and Numbering
 - 1. Transmit each submittal to the Engineer with a transmittal form.
 - 2. Sequentially number each transmittal form beginning with the number 1. Resubmittals shall use the original number with an alphabetic suffix (i.e., 2A for first resubmittal of Submittal 2 or 15C for third resubmittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
 - 3. Identify variations from requirements of Contract Documents and identify product or system limitations.
- C. Contractor's Certification
 - 1. Each submittal shall contain a statement, signed by the Contractor, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.

1.03 SCHEDULE OF VALUES

- A. Submit a Schedule of Values at least 10 days prior to the first Application for Payment. A Schedule of Values shall be provided for each of the items indicated as Lump Sum (LS) in the Unit Price Bid for which the Contractor requests to receive progress payments.
- B. Schedule of Values shall be typewritten on 8-1/2" x 11", plain bond, white paper. Use the Table of Contents of this Project Manual as a format for listing costs of Work by Section.
- C. Round off figures for each listed item to the nearest \$100.00 except for the value of one item, if necessary, to make the total price for all items listed in the Schedule of Values equal to the applicable lump sum amount in the Unit Price Bid.
- D. For Unit Price Contracts, items should include a proportional share of Contractor's overhead and profit, such that the total of all items listed in the Schedule of Values equals the Contract amount. For Stipulated Price Contracts, mobilization, bonds, and insurance may be listed as separate items in the Schedule of Values.
- E. For lump sum equipment items where submittal of operations and maintenance data and testing are required, include a separate item for equipment operation and maintenance data submittal valued at 5 percent of the lump sum amount and a separate item for testing and adjusting valued at 5 percent of the lump sum amount.
- F. Revise the Schedule of Values and resubmit for items affected by Contract Modifications, Change Orders, and Work Change Directives. Submit revised Schedule of Values 10 days prior to the first Application for Payment after the changes are approved by the Engineer.

1.04 CONSTRUCTION SCHEDULES

- A. Submit Construction Schedules for the Work in accordance with the requirements of this Section. The Construction Schedule Submittal shall be a bar chart, either computer generated, or prepared manually and a narrative report.
- B. During the Pre-construction Meeting, as noted in Section 01040 - Coordination and Meetings, the Contractor shall provide a sample of the format to be used for the Construction Schedule Submittal. The format is subject to approval by the Engineer. Review of the submittal will be provided within 7 days of the submittal of the sample.
- C. Within 7 days of the receipt of approval of the Contractor's format, or 14 days of the Notice to Proceed, whichever is later, the Contractor shall submit a proposed Construction Schedule for review. The Construction Schedule Submittal shall meet the following requirements:
 - 1. The schedule shall usually include a total of at least 20 but not more than 50 activities. Fewer activities may be accepted, if approved by the Engineer.
 - 2. For projects with work at different physical locations, each location should be indicated separately within the schedule.
 - 3. For projects with multiple crafts or significant subcontractor components, these elements should be indicated separately within the schedule.
 - 4. For projects with multiple types of tasks within the scope, these types of work should be indicated separately within the schedule.
 - 5. For projects with significant major equipment items or materials worth over 30 percent of the Total Contract Price, the schedule shall indicate dates when these items are to be purchased, when they are to be delivered, and when installed.
 - 6. For projects where operating plants are involved, each period of work which will require the shut down of any process or operation shall be identified in the Schedule and must be agreed to by the Engineer prior to starting work in the area.

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7. A tabulation of the estimated monthly billings for the work shall be prepared and submitted by the Contractor with the first schedule submittal. This information is not required in the monthly updates, unless significant changes in Work require resubmittal of the schedule for review. The total for each month and a cumulative total will be indicated. These monthly forecasts are only for planning purposes of the Engineer. Monthly payments for actual work completed will be made by the Engineer in accordance with the General Conditions.
 - D. The Contractor must receive approval of the Engineer for the Schedule and billing estimate prior to the first monthly Application for Payment. No payment will be made until these are accepted.
 - E. Upon written request from the Engineer, the Contractor shall revise and submit for approval all or any part of the Construction Schedule to reflect changed conditions in the Work or deviations made from the original plan and schedule.
 - F. The Contractor's Construction Schedule shall thereafter be updated with the Actual Start and Actual Finish Dates, Percent Complete, and Remaining Duration of each Activity and submitted monthly. The date to be used in updating the monthly Construction Schedule shall be the same Date as is used in the monthly Application for Payment. This monthly update of the schedule shall be required before the monthly Application for Payment will be processed for payment.
 - G. The narrative Schedule Report shall include a description of changes made to the Construction Schedule; Activities Added to the Schedule; Activities Deleted from the Schedule; any other changes made to the Schedule other than the addition of Actual Start Dates and Actual Finish Dates and Remaining Durations.
- 1.05 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
- A. Shop Drawings
 1. Submit shop drawings for review as required by the Specifications.
 2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each drawing.
 3. The drawings shall accurately and distinctly present the following:
 - a. Field and erection dimensions clearly identified as such
 - b. Arrangement and section views
 - c. Relation to adjacent materials or structure including complete information for making connections between work under this Contract and work under other contracts
 - d. Kinds of materials and finishes
 - e. Parts list and descriptions
 - f. Assembly drawings of equipment components and accessories showing their respective positions and relationships to the complete equipment package
 - g. Where necessary for clarity, identify details by reference to drawing sheet and detail numbers, schedule or room numbers as shown on the Contract Drawings.
 4. Drawings shall be to scale, and shall be a true representation of the specific equipment or item to be furnished.
 - B. Product Data
 1. Submit product data for review as required in Specification sections.
 2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each data item submitted.
 3. Mark each copy to identify applicable products, models, options to be used in this Project. Supplement manufacturers' standard data to provide information unique to this Project, where required by the Specifications.

SECTION 01300

SUBMITTALS

4. For products specified only by reference standard, give manufacturers, trade name, model or catalog designation and applicable reference standard.
5. For products proposed as alternates to "approved" products, as described in Section 01630 - Product Options and Substitutions, provide all information required to demonstrate the proposed products meet the level of quality and performance criteria of the "approved product".

C. Samples

1. Submit samples for review as required by the Specifications.
2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each sample or a firmly attached sheet of paper.
3. Submit the number of samples specified in Specifications; one of which will be retained by the Engineer.
4. Reviewed samples which may be used in the Work are identified in Specifications.

1.06 OPERATIONS AND MAINTENANCE DATA

- A. When specified in Specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, operation, adjusting, finishing, and maintenance.
- B. Contractor's Certification, as described in paragraph 1.02C, shall be placed on front page of each document.
- C. Identify conflicts between manufacturers' instructions and Contract Documents.

1.07 MANUFACTURER'S CERTIFICATES

- A. When specified in Specification sections, submit manufacturers' certificate of compliance for review by Engineer.
- B. Contractor's Certification, as described in paragraph 1.02C, shall be placed on front page of the certificate.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.08 CONSTRUCTION PHOTOGRAPHS

- A. When required, submit photographs in accordance with Section 01380.

1.09 PROJECT RECORD DOCUMENTS

- A. Submit Project Record Documents in accordance with Section 01720 - Project Record Documents.

1.10 DESIGN MIXES

- A. When specified in Specifications, submit design mixes for review.
- B. Contractor's Certification as described in paragraph 1.02C, shall be placed on front page of each design mix.

SECTION 01300

SUBMITTALS

- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

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SECTION 01380

CONSTRUCTION PHOTOGRAPHS AND VIDEOS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for construction photographs and video submittals.

1.02 UNIT PRICES

- A. No separate payment will be made for work under this section. Include the cost in the unit price of related work.

1.03 SUBMITTALS

- A. Submit one (1) copy of photographs and/or videos to the Engineer.

PART 2 PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS AND VIDEOS

- A. Prior to the commencement of any construction, take photographs and/or videos which adequately and completely show the project area.

2.02 POST CONSTRUCTION PHOTOGRAPHS AND VIDEOS

- A. On completion of construction, provide photographs and/or videos of the entire project site including any public or private property which has been repaired or restored and any damage which is the subject of complaints.

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing Laboratory Services and Contractor responsibilities related to those services.

1.02 SELECTION AND PAYMENT

- A. Owner will employ and pay for services of an independent testing laboratory to perform inspection and testing identified in individual Specification sections.
- B. Employment of testing laboratory shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- C. Contractor shall schedule and monitor testing as required to provide timely results and to avoid delay to the Work.

1.03 LABORATORY REPORTS

- A. The Engineer will receive three copies, and the Contractor will receive two copies of laboratory reports from the testing laboratory. One of the Contractor's copies shall remain at site field office for duration of project. Test results which indicate non-conformance shall be transmitted immediately via fax from the testing laboratory, to the Contractor and Engineer.

1.04 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Notify Engineer, and laboratory 24 hours prior to expected time for operations requiring inspection and testing services. Notify Consultant if specification section requires the presence of the Consultant.
- B. Cooperate with laboratory personnel in collecting samples to be tested or collected on site.
- C. Provide access to the Work and to manufacturer's facilities.
- D. Provide samples to laboratory in advance of their intended use to allow thorough examination and testing.
- E. Provide incidental labor and facilities for access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.
- F. Arrange with laboratory and pay for
 - 1. All failed tests.
 - 2. Retesting for nonconforming Work.
 - 3. Additional sampling and tests requested by Contractor beyond specified requirements.

SECTION 01410

TESTING LABORATORY SERVICES

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 CONDUCTING TESTING

- A. Laboratory sampling and testing shall conform to ASTM D3740 and ASTM E329, plus other test standards specified in individual Specification sections.
- B. The frequency or number of tests specified in individual sections may be decreased at the discretion of the Engineer.

END OF SECTION

SECTION 01420

INSPECTION SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Inspection services and references.

1.02 INSPECTION

- A. The Owner may appoint an Inspector to perform inspections, tests, and other services specified in individual specification Sections.
- B. Alternately, the Engineer may appoint, employ, and pay an independent firm to provide additional inspection or construction management services.
- C. Reports will be submitted by the independent firm to Engineer, Consultant, and Owner, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Assist and cooperate with the Inspector; furnish samples of materials, design mix, equipment, tools, and storage.
- E. Notify Engineer 24 hours prior to expected time for operations requiring services. Notify Consultant and independent firm when noted.
- F. Sign and acknowledge report for Inspector.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary facilities and the necessary controls for the project including utilities, telephone, sanitary facilities, field office, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, disposal of trash, debris, and excavated material, pest and rodent control, water runoff and erosion control.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. The facilities and controls specified in this section are considered minimum for the Project. The Contractor may provide additional facilities and controls for the proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.
- B. Comply with applicable requirements specified in other sections of the Specifications.
 - 1. Maintain and operate temporary facilities and systems to assure continuous service.
 - 2. Modify and extend systems as Work progress requires.
 - 3. Completely remove temporary materials and equipment when their use is no longer required.
 - 4. Restore existing facilities used for temporary services to specified or to original condition as specified by the Engineer.

1.03 TEMPORARY UTILITIES

- A. Obtaining Temporary Service.
 - 1. Make arrangements with utility service companies for temporary services.
 - 2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.
 - 3. Be responsible for utility service costs until the Work is substantially complete. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.
- B. Water.
 - 1. Provide water required for and in connection with Work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.
 - 2. For water to be drawn from public fire hydrants, obtain special permit or license from the proper officials. Install backflow preventor on fire hydrant supply.
 - 3. Provide and maintain an adequate supply of potable water for domestic consumption by Contractor personnel.
- C. Electricity and Lighting.
 - 1. Provide electric power service as required for the Work, including testing of Work. Provide power for lighting, operation of the Contractor's equipment, or for any other use by Contractor.
 - 2. Electric power service includes temporary power service or generator to maintain plant operations during any scheduled shutdown.
 - 3. Minimum lighting level shall be 5 foot-candles for open areas; 10-foot-candles for stairs and shops.
- D. Temporary Heat and Ventilation.
 - 1. Provide temporary heat as necessary for protection or completion of the Work.
 - 2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- E. Telephone.
 - 1. Provide emergency telephone service at the Contractor's field office, or by mobile telephone, for use by Contractor personnel and others performing work or furnishing services at the site.
- F. Sanitary Facilities.
 - 1. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.
 - 2. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewage and waste hauled off-site and properly disposed in accordance with local regulations.
 - 3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

1.04 FIELD OFFICE

- A. Provision of a field office is not required. If the Contractor chooses to provide one, locate it in a place approved by the Engineer.

1.05 STORAGE OF MATERIALS

- A. Provide adequately ventilated, watertight storage facilities with floor above ground level for materials and equipment susceptible to weather damage.
- B. Storage of materials not susceptible to weather damage may be on blocks off the ground.
- C. Store materials in a neat and orderly manner. Place materials and equipment to permit easy access for identification, inspection and inventory.

1.06 SAFETY REQUIREMENTS

- A. Submit and follow a safety program. Include in the safety program documented response to trench safety requirements as specified in Section 01526 - Trench Safety System.
- B. Conduct operations in strict accord with applicable Federal, State and local safety codes and statutes and with good construction practice. The Contractor is fully responsible and obligated to establish and maintain procedures for safety of all work, personnel and equipment involved in the Project.
- C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970, and to any other legislation enacted for safety and health of Contractor employees. Such safety and health standards apply to subcontractors and their employees as well as to the Contractor and its employees.
- D. Observance of and compliance with the regulations shall be solely and without qualification the responsibility of the Contractor without reliance or superintendence of or direction by the Engineer or the Engineer's representative. Immediately advise the Engineer of investigation or inspection by Federal Safety and Health inspectors of the Contractor or subcontractor's work or place of work on the job site under this Contract, and after such investigation or

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

inspection, advise the Engineer of the results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

- E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test such devices frequently to assure their functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidences of contamination, immediate take appropriate steps to seal off entry of contaminated liquids to the Work area.
- F. Safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and safety equipment, in the specifications and shown on the Drawings are obligations of the Contractor.
- G. Maintain required coordination with the local Police and Fire Departments during the entire period covered by the Contract.

1.07 FIRST AID EQUIPMENT

- A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.
- B. Have at least one person thoroughly trained in first aid procedures present on the site whenever Work is in progress.

1.08 FIRE PROTECTION

- A. Fire Protection Standards.
 - 1. Conform to specified fire protection and prevention requirements as well as those which may be established by Federal, State, or local governmental agencies.
 - 2. Comply with all applicable provisions of NFPA Standard No. 241, Safeguarding Building Construction and Demolition Operations.
 - 3. Provide portable fire extinguishers, rated not less than 2A or 5B in accordance with NFPA Standard No. 10, Portable Fire Extinguishers, for each temporary building, and for every 3000 square feet of floor area of facilities under construction.
 - 4. Locate portable fire extinguishers within 50 feet maximum from any point in the Project area.
- B. Fire Prevention and Safety Measures.
 - 1. Prohibit smoking in hazardous areas. Post suitable warning signs in areas which are continuously or intermittently hazardous.
 - 2. Use metal safety containers for storage and handling of flammable and combustible liquids.
 - 3. Do not store flammable or combustible liquids in or near stairways or exits.
 - 4. Maintain clear exits from all points within a structure.

1.09 SECURITY MEASURES

- A. Protect all Work materials, equipment, and property from loss, theft, damage, and vandalism. Contractor's duty to protect property includes Owner's property.
- B. If existing fencing or barriers are breached or removed for purposes of construction. Provide and maintain temporary security fencing equal to existing.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

1.10 PROTECTION OF PUBLIC UTILITIES

- A. Prevent damage to existing public utilities during construction. These utilities are shown on the Drawings at their approximate locations. Give owners of these utilities at least 48 hours notice before commencing Work in the area, for locating the utilities during construction, and for making adjustments or relocation of the utilities when they conflict with the proposed Work.

1.11 PROTECTION OF THE WORK AND PROPERTY

- A. Preventive Actions.
 - 1. Take precautions, provide programs, and take actions necessary to protect the Work and public and private property from damage.
 - 2. Take action to prevent damage, injury or loss, including, but not limited to, the following:
 - a. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with progress of the Work or the Work of any other contractor, any utility service company, or the Owner's operations.
 - b. Provide suitable storage for materials which are subject to damage by exposure to weather, theft, breakage, or otherwise.
 - c. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
 - d. Frequently clean up refuse, rubbish, scrap materials, and debris caused by construction operations, keeping the Project site safe and orderly.
 - e. Provide safe barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways, and other hazardous areas.
 - 3. Obtain written consent from proper parties before entering or occupying with workers, tools, materials or equipment, privately-owned land except on easements provided for construction.
 - 4. Assume full responsibility for the preservation of public and private property on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect, or misconduct in execution of the Work by the Contractor, it shall be restored by the Contractor to a condition equal to or better than that existing before the damage was done.
- B. Barricades and Warning Signals.
 - 1. Where Work is performed on or adjacent to any roadway, right-of-way, or public place, furnish and erect barricades, fences, lights, warning signs, and danger signals; provide watchmen; and take other precautionary measures for the protection of persons or property and protection of the Work. Conform to Section 01570 - Traffic Control and Regulation.
- C. Tree and Plant Protection.
 - 1. Protect trees and plants as shown on plans.
- D. Protection of Existing Structures.
 - 1. Underground Structures:
 - a. Underground structures are defined to include, but not be limited to, sewer, water, gas, and other piping, and manholes, chambers, electrical and signal conduits, tunnels, and other existing subsurface installations located within or adjacent to the limits of the Work.
 - b. Known underground structures, including water, sewer, electric, and telephone services are shown on the Drawings in accordance with the best information available, but is not guaranteed to be correct or complete.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- c. Explore ahead of trenching and excavation work and uncover obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption of utility services. Restore to original condition damages to underground structure at no additional cost to the Owner.
 - d. Necessary changes in location of the Work may be made by the Engineer to avoid unanticipated underground structures.
 - e. If permanent relocation of an underground structure or other subsurface installations is required and not otherwise provided for in the Contract Documents, the Engineer will direct Contractor in writing to perform the Work, which shall be paid for under the provisions for changes in the Contract Price as described in the General Conditions.
2. Surface Structures:
- a. Surface structures are defined as existing buildings, structures and other constructed installations above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground surface.
3. Protection of Underground and Surface Structures:
- a. Support in place and protect from direct or indirect injury to underground and surface structures located within or adjacent to the limits of the Work. Install such supports carefully and as required by the party owning or controlling such structure. Before installing structure supports, Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the owner of the structure.
 - b. Avoid moving or in any way changing the property of public utilities or private service corporations without prior written consent of a responsible official of that service or public utility. Representatives of these utilities reserve the right to enter within the limits of this project for the purpose of maintaining their properties, or of making such changes or repairs to their property that may be considered necessary by performance of this Contract.
 - c. Notify the owners and/or operators of utilities and pipelines of the nature of construction operations to be performed and the date or dates on which those operations will be performed. When construction operations are required in the immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working days advance notice. Probe and flag the location of underground utilities prior to commencement of excavation. Keep flags in place until construction operation reach and uncover the utility.
 - d. Assume risks attending the presence or proximity of underground and surface structures within or adjacent to the limits to the Work including but not limited to damage and expense for direct or indirect injury caused by the Work to any structure. Immediately repair damage caused, to the satisfaction of the owner of the damaged structure.
- E. Protection of Installed Products.
- 1. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.
 - 2. Control traffic to prevent damage to equipment, materials, and surfaces.

1.12 ROADS AND PARKING

- A. Prevent interference with traffic and Owner operations on existing roads.
- B. Designate temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Locate as approved by Engineer.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- C. Minimize use by construction traffic of existing streets and driveways.
- D. Do not allow heavy vehicles or construction equipment in existing parking areas.

1.13 ENVIRONMENTAL CONTROLS

- A. Provide and maintain methods, equipment, and temporary construction as necessary for controls over environmental conditions at the construction site and adjacent areas.
- B. Comply with statutes, regulations, and ordinances which relate to the proposed Work for the prevention of environmental pollution and preservation of natural resources, including but not limited to the National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.
- C. Recognize and adhere to the environmental requirements of the Project. Disturbed areas shall be strictly limited to boundaries established by the Contract Documents. Particularly avoid pollution of "on-site" streams, sewers, wells, or other water sources.
- D. Burning of rubbish, debris or waste materials is not permitted.

1.14 POLLUTION CONTROL

- A. Provide methods, means, and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.
- B. Provide equipment and personnel to perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.
- E. Use equipment during construction that conforms to current Federal, State, and local laws and regulations.

1.15 PEST AND RODENT CONTROL

- A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.
- B. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.16 NOISE CONTROL

- A. Provide vehicles, equipment, and construction activities that reduce noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and City Ordinances and in no case will noise levels be permitted which create a nuisance in the surrounding neighborhoods.
- B. Conduct construction operations during daylight hours except as approved by Engineer.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

1.17 DUST CONTROL

- A. Control objectionable dust caused by operation of vehicles and equipment. Apply water or use other methods, subject to approval of the Engineer, which will control the amount of dust generated.

1.18 WATER RUNOFF AND EROSION CONTROL

- A. Provide methods to control surface water, runoff, subsurface water, and water pumped from excavations and structures to prevent damage to the Work, the site, or adjoining properties.
- B. Control fill, grading and ditching to direct water away from excavations, pits, and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, sedimentation or damage.
- C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.
- D. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with environmental requirements.
- E. Retain existing drainage patterns external to the construction site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions.
- F. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - 1. Keep to a minimum the area of bare soil exposed at one time.
 - 2. Provide temporary control measures, such as berms, dikes, and drains.
- G. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- H. Inspect earthwork periodically to detect any evidence of the start of erosion. Apply corrective measures as required to control erosion.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01505

MOBILIZATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mobilization of construction equipment and facilities onto the site.

1.02 UNIT PRICES

- A. Measurement for mobilization is on a lump sum basis.
- B. Mobilization payments will be included in monthly payment estimates upon written application by Contractor subject to the following provisions:
 - 1. Authorization for payment of the contract price for mobilization, up to an amount equal to 5% of the total Contract Price, will be made upon the mobilization of personnel, construction equipment, and facilities onto the site and the receipt and approval by Engineer of the following items, as applicable:
 - a. Schedule of values, if required by Section 01010
 - b. Trench Safety Program
 - c. Construction Schedule
 - d. Pre-construction Photographs
 - 2. Authorization for payment of the contract price for mobilization in excess of 5% of the total Contract Price, if any, will be made on a proration based on the percentage completed of Work throughout the remainder of the project.
- C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01511

DIVERSION PUMPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Diversion pumping for the flow of wastewater around the section of sections of pipe designated for rehabilitation or replacement, including active services. The Work covered by this item consists of furnishing all labor, supervision, tools, equipment, appliances and materials to perform all operations in connection with pumping of wastewater and wet weather flows around pipe segment(s). The purpose of diversion pumping is to prevent sewage overflows and provide reliable sewer service to the users of the sanitary sewer at all times. The Contractor shall maintain sewage flow in the construction area in order to prevent back-up and/or overflow into upstream pipe segments and laterals, adjacent ditches, storm sewers and waterways.

1.02 UNIT PRICES

- A. No separate payment will be made for Diversion Pumping. The work performed and materials furnished as prescribed by this item shall be subsidiary to associated items such as, but not limited to:
 - 1. Pipe Costs
 - 2. Cured in Place Pipe Methods
 - 3. Cleaning and Televising of Sanitary Sewers
 - 4. Point Repairs/Obstruction Removal
 - 5. Pipe Bursting/Crushing of Sanitary Sewers

1.03 DEFINITIONS

- A. Diversion pumping is the installation and operation of bulkheads, plugs, hoses, piping and pumps to maintain wastewater flow and prevent backup and overflow. Diversion pumping provides continuous sewer service to the users of the sanitary sewer system while maintenance or construction operations are in progress by diverting flow when necessary around the construction location and pumping it to a downstream manhole.

1.04 CONTRACTOR'S RESPONSIBILITY

- A. It is the sole responsibility of the CONTRACTOR to locate and identify all existing sewer lines and services and to provide any and all labor, material equipment, techniques and methods to diversion pump as necessary for his construction methods and to monitor the effectiveness of this installed system and its effect on adjacent facilities.
- B. Operate, maintain and modify the system(s) as required to conform to this specification. Upon completion to the Construction, CONTRACTOR shall remove the system(s).
- C. Assume sole responsibility for diversion pumping systems and for all loss or damage resulting from partial or complete failure of protective measures and any spills or resultant damage caused by his operation.

1.05 SUBMITTALS

- A. Submit data in accordance with Section 01300 – Submittals.

SECTION 01511

DIVERSION PUMPING

- B. The Contractor will be required to provide a written plan/sketch for implementation and sequencing of diversion pumping for review and approval of the Engineer prior to installation of the diversion system. The plan shall include sufficient detail to show the location, number and size of pumps, the number, location, size and type of hoses and/or rigid piping and the location of the downstream discharge. Show any special features where pipes or hoses cross roadways, such as temporary trenches, support bridges, etc. A plan for each line segment(s) around which flows are being diverted is required. The plan shall include but not limited to details of the following:
1. Contact information for general contractor/submitting entity shall include the company name, contact person (24 hrs/day), phone number(s) and fax number.
 2. Staging areas for pumps including a schematic showing the arrangement and layout of the pumping and diverting facilities at various stages in the work.
 3. Sewer plugging method and types of plugs.
 4. Length, size, material, location and method of installation of suction piping (if required).
 5. Length, size, material, location, method of installation and location of discharge piping.
 6. Pump manufacturer, model, sizes, capacity and number of each size to be on site and power requirements.
 7. Calculations of static lift, friction losses and flow velocity, (pump curves showing pump operation range shall be submitted).
 8. Standby power generator size, location (if required).
 9. Downstream discharge plan.
 10. Method of protecting discharge manholes or structures from erosion and damage.
 11. Thrust and restraint block sizes and locations.
 12. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill.
 13. Method of noise control for each pump and/or generator.
 14. Any temporary pipe supports and anchoring required.
 15. Schedule for installation of and maintenance of diversion pumping lines.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The pump and diversion pumping lines shall be of adequate capacity and size to handle the peak flow conditions. All piping, joints and accessories shall be designed to withstand at least twice the maximum system pressure, or a minimum of 50 psi, whichever is greater.
- B. Internal and or external diversion pumping operations shall use 100% leak proof pipe such as yellow mine of HDPE with positive, restrained joints. Discharge hose will only be allowed in short sections and by specific permission from the engineer.

SECTION 01511

DIVERSION PUMPING

- C. All pumps shall be fully automatic and solids handling, self-priming or submersible pumps in good working order with a working pressure gauge on the discharge. Self-priming pumps shall not require the use of foot-valves or vacuum pumps in the priming system. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows. The Contractor shall provide the necessary stop/start controls for each pump. A back-up pump of the same capacity as the primary pump shall be maintained on site at all times to be used in the event that the primary pump fails. No wastewater shall be allowed to drain or stand in earthen sump pits.
- D. The Contractor shall be required to demonstrate that the pumping system is in good working order and is sufficiently sized to successfully handle flows by performing a test run for a period of 24 hours prior to beginning the Work.
- E. The Contractor shall be required to have all materials, equipment and labor necessary to complete the repair or replacement on the job site prior to isolating the wastewater manhole or line segment and beginning diversion-pumping operations.

PART 3 EXECUTION

3.01 GENERAL

- A. Maintain sewage flow to prevent back up or overflow onto streets, yards and unpaved areas or into buildings, adjacent ditches, storm sewers and waterways. Do not divert sewage outside of the sanitary sewer system. The Contractor shall take all necessary steps to prevent flooding of public or private property. Maintaining flow inside the existing pipe during rehabilitation operations is preferred.
- B. Any time the diversion pump(s) are operating, an experienced operator shall be on site to monitor the operations; adjust pump speed, valves, etc.; maintain and make minor repairs to the system; and report problems.
- C. Where work requires diverting beyond working hours, the Contractor shall operate diversion pumping and man the system for twenty-four (24) hours per day.
- D. Contractor shall ensure that no damage will be caused to private property as a result of diversion pumping operations. Access to adjacent properties shall be maintained at all times. Ramps, steel plates or other methods shall be employed by the Contractor to facilitate traffic over surface piping. High traffic commercial properties may require alternate methods.
- E. Contractor shall complete the Work as quickly as possible and satisfactorily pass all tests, inspections and repair all deficiencies prior to discontinuing diversion pumping operations and returning flow to the sewer manhole or line segment.
- F. During diversion pumping, do not allow sewage to be leaked, dumped or spilled in or onto any area outside of the existing sanitary sewer system.
- G. In the event of accidental spill of overflow, immediately stop the discharge and take action to clean up and disinfect the spill. Promptly notify the Owner so that required reporting can be made to the Texas Commission on Environmental Quality (TCEQ) by the Owner.
- H. In the event of accidental spill of overflow, the Contractor is responsible for any damages that may have occurred to public or private property including cleaning, disinfection and other corrections to the satisfaction of the Engineer at no cost to the Owner.
- I. Contractor shall not intentionally damage, alter or remove portions of the existing sewer system structures for the purpose of installing a diversion pumping system without specific

SECTION 01511

DIVERSION PUMPING

approval from the Engineer or Inspector. If a structure is damaged, it shall be reconstructed or replaced to the satisfaction of the Engineer at no additional cost to the Owner.

- J. The Contractor shall be responsible for any and all damage that results directly or indirectly from the interference of storm water runoff to diverting equipment, piping and/or appurtenances.
- K. When diversion pumping operations are complete, piping shall be drained into the sanitary sewer prior to disassembly and all pumps and lines shall be flushed with clean water until all discharge is clear.

3.02 SCHEDULING

- A. The Contractor shall report any diversion pumping activities not included in the submitted plan to the Engineer prior to proceeding with these activities.
- B. The Contractor shall cease diversion pumping operations when directed by the Engineer.
- C. The Contractor shall perform leakage and pressure tests of the diversion pumping discharge piping using clean water prior to actual operation. The Engineer will be given 24 hours notice prior to testing.

END OF SECTION

SECTION 01526

TRENCH SAFETY SYSTEM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Trench safety system for the construction of trench excavations.
- B. Trench safety system for structural excavations which fall under provisions of State and Federal trench safety laws.

1.02 UNIT PRICES

- A. Measurement for trench safety systems used on trench excavations is on a linear foot basis measured along the centerline of the trench, including manholes and other line structures. No separate measurement will be made of shoring systems used by the Contractor for protection unless identified as Special Shoring on the Drawings. Shoring, other than Special shoring, will be included in the trench safety system measurements.
- B. Measurement for Special Shoring system installations shown on the Drawings and included in the Unit Price Bid for trench excavations, is on a square foot basis.
- C. No payment will be made for trench safety systems for structural excavations under this section. Include payment for trench safety system in applicable structure installation sections.
- D. Refer to Section 01025 - Measurement and Payment for unit price procedures.

1.03 DEFINITIONS

- A. A trench is defined as a narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.
- B. The trench safety system requirements apply to larger open excavations if the erection of structures or other installations limits the space between the excavation slope and the installation to dimensions equivalent to a trench as defined.
- C. Trench Safety Systems include both Protective Systems and Shoring Systems but are not limited to sloping, sheeting, trench boxes or trench shields, slide rail systems, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.
 - 1. Protective Systems: A method of protecting employees from cave-ins, from material that could fall or roll from an excavation face or into an excavation, or from the collapse of an adjacent structure.
 - 2. Shoring System: A structure that supports the sides of an excavation and which is designed to prevent cave-ins, or to prevent movements of the ground affecting adjacent installations or improvements.
 - 3. Special Shoring: A shoring system meeting Special Shoring Requirements for locations identified on the Drawings.

1.04 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01300 - Submittals.
- B. Submit a safety program specifically for the construction of trench excavation. Design the trench safety program to be in accordance with OSHA 29CFR standards governing the presence and activities of individuals working in and around trench excavations, and in accordance with any Special Shoring requirements at locations shown on the Drawings.

SECTION 01526

TRENCH SAFETY SYSTEM

- C. Have construction and shop drawings for trench safety systems sealed as required by OSHA by a licensed Professional Engineer retained and paid by the Contractor.
- D. Review of the safety program by the Engineer will only be in regard to compliance with the Contract Documents and will not constitute approval by the Engineer nor relieve Contractor of obligations under State and Federal trench safety laws.

1.05 REGULATORY REQUIREMENTS

- A. Install and maintain trench safety systems in accordance with the provision of Excavations, Trenching, and Shoring, Federal Occupation Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Final Rule, published in the Federal Register Vol. 54, No. 209 on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652.
- B. A reproduction of the OSHA standards included in "Subpart P - Excavations" from the Federal Register Vol. 54, No. 209 is available upon request to Contractors bidding on Owner's projects. The Owner assumes no responsibility for the accuracy of the reproduction. The Contractor is responsible for obtaining a copy of this section of the Federal Register.
- C. Legislation that has been enacted by the Texas Legislature with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications. Refer to Texas Health and Safety Code Ann., §756.021 (Vernon 1991).
- D. Reference materials, if developed for a specific project, will be issued with the Bid Documents, including the following:
 - 1. Geotechnical information obtained for use in design of the trench safety system.
 - 2. Special Shoring Requirements.

1.06 Indemnification

- A. Contractor shall indemnify and hold harmless the Engineer, Owner, its employees, and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.
- B. Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner in case the Owner is negligent either by act or omission in providing for trench safety, including, but not limited to safety program and design reviews, inspections, failures to issue stop work orders, and the hiring of the Contractor.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install and maintain trench safety systems in accordance with provisions of OSHA 29CFR.
- B. Install specially designed trench safety systems in accordance with the Contractor's trench excavation safety program for the locations and conditions identified in the program. Install Special Shoring at the locations shown on the Drawings.
- C. Obtain verification from a competent person, as identified in the Contractor's trench excavation safety program, that trench boxes and other premanufactured systems are

SECTION 01526

TRENCH SAFETY SYSTEM

certified for the actual installation conditions.

3.02 INSPECTION

- A. Conduct daily inspections by Contractor or Contractor's independently retained consultant, of the trench safety systems to ensure that the installed systems and operations meet OSHA 29CFR and other personnel protection regulations requirements.
- B. If evidence of possible cave-ins or slides is apparent, immediately stop work in the trench and move personnel to safe locations until necessary precautions have been taken to safeguard personnel.
- C. Maintain a permanent record of daily inspections.

3.03 FIELD QUALITY CONTROL

- A. Verify specific applicability of the selected or specially designed trench safety systems to each field condition encountered on the project.

END OF SECTION

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SECTION 01535

TREE AND PLANT PROTECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tree and plant protection.

1.02 PROJECT CONDITIONS

- A. Preserve and protect existing trees and plants to remain from foliage, branch, trunk, or root damage that could result from construction operations.
- B. Prevent following types of damage:
 - 1. Compaction of root zone by foot or vehicular traffic, or material storage.
 - 2. Trunk damage from equipment operations, material storage, or from nailing or bolting.
 - 3. Trunk and branch damage caused by ropes or guy wires.
 - 4. Root poisoning from spilled solvents, gasoline, paint, and other noxious materials.
 - 5. Branch damage due to improper pruning or trimming.
 - 6. Damage from lack of water due to:
 - a. Cutting or altering natural water migration patterns near root zones.
 - b. Failure to provide adequate watering.
 - 7. Damage from alteration of soil pH factor caused by depositing lime, concrete, plaster, or other base materials near roots.
 - 8. Cutting of roots larger than 1-1/2 inches in diameter.

1.03 DAMAGE ASSESSMENT

- A. When trees other than those designated for removal are destroyed or badly damaged as a result of construction operations, remove and replace with same size, species, and variety up to and including 8 inches in trunk diameter. Tree larger than 8 inches in diameter shall be replaced with an 8-inch diameter tree of the same species and variety and total contract amount will be reduced by an amount determined from the following International Shade Tree Conference formula: $0.7854 \times D^2 \times \$10.00$ where D is diameter in inches of tree or shrub trunk measured 12 inches above grade.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Asphalt paint: Emulsified asphalt or other adhesive, elastic, antiseptic coating formulated for horticultural use on cut or injured plant tissue, free from kerosene and coal creosote.
- B. Burlap: Suitable for use as tree wrapping.
- C. Fertilizer: Liquid containing 20 percent nitrogen, 10 percent phosphorus, and 5 percent potash.
- D. All necessary tree replacements shall be as approved by Engineer.

PART 3 EXECUTION

3.01 PROTECTION AND MAINTENANCE OF EXISTING TREES AND SHRUBS

- A. Except for trees and shrubs shown on Drawings to be removed, all trees and shrubs within the project area are to remain and be protected from damage.
- B. For trees to be removed, as designated on the Drawings, perform the following:

SECTION 01535

TREE AND PLANT PROTECTION

1. Stake right-of-way limits and identify any tree of diameter greater than 4 inches which is to be removed. Mark trees prior to felling with an X in orange paint, clearly visible, on the trunk, and at eye level.
 2. After marking trees give a minimum of 48-hours notice in writing to the Engineer of intent to begin felling operations.
 3. Trees whose trunks are only partially in the right-of-way shall be protected and preserved as described below.
- C. For trees or shrubs to remain, perform the following:
1. Trim trees and shrubs only as necessary.
 - a. Trees and shrubs requiring pruning for construction should also be pruned for balance as well as to maintain proper form and branching habit.
 - b. Cut limbs at branch collar. No stubs should remain on trees. Branch cuts should not gouge outer layer of tree structure or trunk.
 2. Use extreme care to prevent excessive damage to root systems.
 - a. Roots in construction areas will be cut smoothly with a trencher before excavation begins. Do not allow ripping of roots with a backhoe or other equipment.
 - b. Temporarily cover exposed roots with wet burlap to prevent roots from drying out.
 - c. Cover exposed roots with soil as soon as possible.
 3. Prevent damage or compaction of root zone (area below dripline) by construction activities.
 - a. Do not allow scarring of trunks or limbs by equipment or other means.
 - b. Do not store construction materials, vehicles, or excavated material under dripline of trees.
 - c. Do not pour liquid materials under dripline.
 4. Water and fertilize trees and shrubs that will remain to maintain their health during construction period.
 - a. Supplemental watering of landscaping during construction should be done once every 7 days in cold months and once every 4 days in hotter months.
 - b. This watering shall consist of saturating soils at least 6 to 8 inches beneath surface.
 5. Water areas currently being served by private sprinkler systems while systems are temporarily taken out of service to maintain health of existing landscapes.
 6. At option of the Contractor and with the Engineer's permission, trees and shrubs to remain may be temporarily transplanted and returned to original positions under supervision of professional horticulturist.

3.02 PROTECTION

- A. Protection of Trees or Shrubs in Open Area:
1. Install steel drive-in fence posts in protective circle, approximately 8 feet on center, not closer than 4 feet to trunk of trees or stems of shrubs.
 2. Drive steel drive-in fence posts 3 feet minimum into ground, leaving 5 feet minimum above ground.
 3. Mount steel hog-wire on fence posts.
 4. For trees or shrubs in paved areas, mount concrete-filled steel pipe 2-1/2 inches in diameter minimum in rubber auto tires filled with concrete (movable posts).
- B. Timber Wrap Protection for Trees in Close Proximity of Moving or Mechanical Equipment and Construction Work:
1. Wrap trunk with layer of burlap.
 2. Install 2 x 4's or 2 x 6's (5-foot to 6-foot lengths) vertically, spaced 3 inches to 5 inches apart around circumference of tree trunk.
 3. Tie in place with 12 to 9 gage steel wire.

SECTION 01535

TREE AND PLANT PROTECTION

3.03 MAINTENANCE OF NEWLY PLANTED TREES

- A. Water trees during dry periods.
- B. The Contractor guarantees that trees planted for this Project shall remain alive and healthy at least until the end of a one-year warranty period.
 - 1. Within four weeks of notice from Owner, Contractor shall replace, at his expense, any dead trees or any trees that in the opinion of Owner, have become unhealthy or unsightly or have lost their natural shape as a result of additional growth, improper pruning or maintenance, or weather conditions.
 - 2. When tree must be replaced, the guarantee period for that tree shall begin on date of replacement of tree, subject to the Owner's inspection, for no less than one year.
 - 3. Straighten leaning trees and bear entire cost.
 - 4. Dispose of trees rejected at any time by Engineer at Contractor's expense.

END OF SECTION

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SECTION 01560

STORM WATER POLLUTION PREVENTION

PART 1 GENERAL

1.01 SUMMARY

This section covers the minimum requirements and responsibilities of the Contractor (Operator) for storm water pollution prevention.

1.02 MEASUREMENT AND PAYMENT

The cost for performing the storm water pollution prevention requirements set forth herein shall be included in related items of work or as otherwise shown on the Bid Form.

1.03 REFERENCES

The applicable regulations of the following agencies shall apply as if written here in their entirety:

TCEQ	Texas Commission on Environmental Quality
EPA	Environmental Protection Agency

1.04 SYSTEM DESCRIPTION

The Contractor shall take all necessary measures to prevent storm water pollution and comply with the applicable requirements of the controlling regulatory agencies as required for the project and any other requirements set forth herein.

1.05 DEFINITIONS

For the purposes of the Texas Pollutant Discharge Elimination System (TPDES) general permit, the Contractor is hereby defined as the Operator having operational control over construction plans and specifications necessary to meet the requirements of the permit and having day to day operational control of those activities at this construction site which are necessary to ensure compliance with the permit.

1.06 SUBMITTALS

The Contractor shall submit to Engineer three (3) copies of a Storm Water Pollution Prevention Plan (SWP3) when a SWP3 is required for the project. The Contractor shall also submit three (3) copies of all required supporting documents including, but not limited to, a Notice of Intent (NOI) and a Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under the Texas Pollutant Discharge Elimination System.

1.07 PROJECT/SITE CONDITIONS

Contractor shall develop and implement a storm water pollution prevention plan based on the actual conditions encountered on the project and shall implement the plan and any other requirements in accordance with all applicable laws and regulations. Contractor shall be responsible for determining the area (acres) that will be disturbed to prosecute the work required for the project and take the appropriate actions as outlined in this section based on the disturbed area as described in subsequent paragraphs of this specification.

SECTION 01560

STORM WATER POLLUTION PREVENTION

PART 2 PRODUCTS

2.01 MATERIALS AND/OR EQUIPMENT

For a project where a SWP3 is required to be prepared and implemented by the Contractor, all methods, materials and equipment used to prevent storm water pollution shall be the sole responsibility of the Contractor. Typical drawings and notes may be shown on the plans and/or in this specification and may include locations or types of typical structural controls such as silt fencing, sedimentation basins, straw bales, rock berms, and other methods for preventing storm water pollution prevention. The typical drawings and notes that may be shown shall be considered as methods that may be selected for use by the Contractor. Nothing shown on drawings or described in the specifications for this project relieves the Contractor from sole responsibility for preventing storm water pollution in accordance with the applicable laws and regulations. Alternate or additional methods, materials and equipment may be developed and used by Contractor to prevent storm water pollution. Any alternate or additional methods, materials and equipment shall be detailed in the SWP3 that is to be prepared by the Contractor and submitted to the Engineer.

PART 3 EXECUTION

3.01 STORM WATER POLLUTION PREVENTION REQUIREMENTS

Contractor has the sole responsibility for preventing storm water pollution and following all applicable city, state and federal regulations in preventing storm water pollution. The Contractor is hereby designated as the "Operator" of the construction site and has sole responsibility for determining the area that will be disturbed to prosecute the work. The following paragraphs provide a general description of the requirements for obtaining authorization to discharge storm water under a Texas Pollutant Discharge Elimination System (TPDES) permit based on the size of the project:

- A. Large Projects. Large projects are those projects that disturb five (5) acres or more. The Contractor (Operator) shall comply with the following:
 - 1. Obtain a copy of the most recent version of the TCEQ Construction General Permit and comply with all requirements set forth therein.
 - 2. Develop and implement a Storm Water Pollution Prevention Plan (SWP3).
 - 3. Complete and submit a Notice of Intent (NOI) to the TCEQ using the appropriate TCEQ form and instructions.
 - 4. When applicable, provide notification to the operator of any Municipal Separate Storm Sewer System (MS4) when storm water from the project site will be discharging into the MS4.
 - 5. Submit a Notice of Termination (NOT) to the TCEQ using the appropriate TCEQ form and instructions once the project site has reached final stabilization.
 - 6. Pay all fees that may be associated with complying with the requirements for a Large Project including application fees and annual fees.
- B. Small Projects. Small projects are those projects that disturb one (1) or more acres, but less than five (5) acres. The Contractor (Operator) shall comply with the following:

SECTION 01560

STORM WATER POLLUTION PREVENTION

1. Obtain a copy of the most recent version of the TCEQ Construction General Permit and comply with all requirements set forth therein.
 2. Develop and implement a Storm Water Pollution Prevention Plan (SWP3).
 3. Complete and post a site notice using the appropriate TCEQ form.
 4. When applicable, provide notification to the operator of any Municipal Separate Storm Sewer System (MS4) when storm water will be discharging into the MS4.
- C. Projects With A Larger Common Plan of Development. Contractor (Operator) shall comply with the Large Project requirements listed in Paragraph 3.01.A of this specification on those projects that will disturb one (1) or more acres, but less than five (5) acres, and are part of larger common plan of development that will disturb five (5) or more acres.
- 3.02 CLEAN-UP

Once the site is permanently stabilized, remove and dispose of all temporary erosion control devices unless otherwise directed by Engineer.

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Dewatering, depressurizing, draining, and maintaining trench and structure excavations and foundation beds in dry and stable condition.
- B. Protecting work against surface runoff and rising flood waters.
- C. Disposing of removed water.

1.02 METHOD OF PAYMENT

- A. No separate payment will be made for control of ground water and surface water. Include the cost to control ground water and surface water in unit price for work requiring such controls.

1.03 DEFINITIONS

- A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.
 - 1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations and disposing of removed water. The intent of dewatering is to increase stability of excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.
 - 2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom.
- B. Excavation drainage includes keeping excavations free of surface and seepage water.
- C. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.
- D. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.04 PERFORMANCE REQUIREMENTS

- A. Conduct subsurface investigations to identify groundwater conditions and to provide parameters for design, installation, and operation of groundwater control systems.
- B. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Section 01526 - Trench Safety System, to produce the following results:
 - 1. Effectively reduce the hydrostatic pressure affecting excavations.
 - 2. Develop a substantially dry and stable subgrade for subsequent construction operations.
 - 3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.
 - 4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.
 - 5. Maintain stability of sides and bottom of excavations.

- C. Ground water control systems may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.
- D. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.
- E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.
- F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.
- G. Assume sole responsibility for ground water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the ground water control operations. Modify ground water control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by ground water control systems or resulting from failure of the system to protect property as required.
- H. Provide an adequate number of piezometers installed at the proper locations and depths as required to provide meaningful observations of the conditions affecting the excavation, adjacent structures, and water wells.
- I. Provide environmental monitoring wells installed at the proper locations and depths as required to provide adequate observations of hydrostatic conditions and possible contaminant transport from contamination sources into the work area or into the ground water control system.
- J. Decommission piezometers and monitoring wells installed during design phase studies and left for Contractors monitoring and use.

1.05 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01300 - Submittals.
- B. Submit a Ground Water and Surface Water Control Plan for review by the Engineer prior to start of any fieldwork. The Plan shall be signed by a Professional Engineer registered in the State of Texas. Submit a plan to include the following:
 - 1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.
 - 2. Names of equipment suppliers and installation subcontractors.
 - 3. A description of proposed ground water control systems indicating arrangement, location, depth and capacities of system components, installation details and criteria, and operation and maintenance procedures.
 - 4. A description of proposed monitoring and control system indicating depths and locations of piezometers and monitoring wells, monitoring installation details and criteria, type of equipment and instrumentation with pertinent data and characteristics.
 - 5. A description of proposed filters including types, sizes, capacities and manufacturer's application recommendations.
 - 6. Design calculations demonstrating adequacy of proposed systems for intended applications. Define potential area of influence of ground water control operation near contaminated areas.
 - 7. Operating requirements, including piezometric control elevations for dewatering and depressurization.

8. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.
 9. Surface water control and drainage installations.
 10. Proposed methods and locations for disposing of removed water.
- C. Submit the following records upon completed initial installation:
1. Installation and development reports for well points, eductors, and deep wells.
 2. Installation reports and baseline readings for piezometers and monitoring wells.
 3. Baseline analytical test data of water from monitoring wells.
 4. Initial flow rates.
- D. Submit the following records on a weekly basis during operations:
1. Records of flow rates and piezometric elevations obtained during monitoring of dewatering and depressurization. Refer to Paragraph 3.02, Requirements for Eductor, Well Points, or Deep Wells.
 2. Maintenance records for ground water control installations, piezometers, and monitoring wells.
- E. Submit the following records at end of work. Decommissioning (abandonment) reports for monitoring wells and piezometers installed by other during the design phase and left for Contractor's monitoring and use.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Comply with requirements of agencies having jurisdiction.
- B. Comply with Texas Commission on Environmental Quality regulations and Texas Water Well Drillers Association for development, drilling, and abandonment of wells used in dewatering system.
- C. Obtain all necessary permits from agencies with control over the use of groundwater and matters affecting well installation, water discharge, and use of existing storm drains and natural water sources. Because the review and permitting process may be lengthy, take early action to pursue and submit for the required approvals.
- D. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 PRODUCTS

2.01 EQUIPMENT AND MATERIALS

- A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for dewatering. Selected equipment and materials are subject to review of the Engineer through submittals required in Paragraph 1.05, Submittals.
- B. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.
- C. All equipment must be in good repair and operating order.
- D. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 EXECUTION

3.01 GROUND WATER CONTROL

- A. Perform a subsurface investigation by borings as necessary to identify water bearing layers, piezometric pressures, and soil parameters for design and installation of ground water control systems. Perform pump tests, if necessary to determine the drawdown characteristics of the waterbearing layers. The results shall be presented in the Ground Water and Surface Water Control Plan (See Paragraph 1.05B.1).
- B. Provide labor, material, equipment, techniques and methods to lower, control and handle ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.
- C. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.
- D. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.
- E. Monitor operations to verify that the system lowers ground water piezometric levels at a rate required to maintain a dry excavation resulting in a stable subgrade for prosecution of subsequent operations.
- F. Where hydrostatic pressures in confined water-bearing layers exist below excavation, depressurize those zones to eliminate risk of uplift or other instability of excavation or installed works. Allowable piezometric elevations shall be defined in the Ground Water and Surface Water Control Plan.
- G. Maintain water level below subgrade elevation. Do not allow levels to rise until foundation concrete has achieved design strength.
- H. During backfilling, dewatering may be reduced to maintain water level a minimum of 5 feet below prevailing level of backfill. However, do not allow that water level to result in uplift pressures in excess of 80 percent of downward pressure produced by weight of structure or backfill in place. Do not allow water levels to rise into cement stabilized sand until at least 48 hour after placement.
- I. Provide a uniform diameter for each pipe drain run constructed for dewatering. Remove pipe drain when it has served its purpose. If removal of pipe is impractical, provide grout connections at 50-foot intervals and fill pipe with cement-bentonite grout or cement-sand grout when pipe is removed from service.
- J. Extent of construction ground water control for structures with a permanent perforated underground drainage system may be reduced, such as for units designed to withstand hydrostatic uplift pressure. Provide a means of draining the affected portion of underground system, including standby equipment. Maintain drainage system during operations and remove it when no longer required.
- K. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.
- L. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D698.

3.02 REQUIREMENTS FOR EDUCTOR, WELL POINTS OR DEEP WELLS

- A. For aboveground piping in ground water control system, include a 12-inch minimum length of clear, transparent piping between every eductor well or well point and discharge header so that discharge from each installation can be visually monitored.
- B. Install sufficient piezometers or monitoring wells to show that all trench or shaft excavations in water bearing materials are predrained prior to excavation. Provide separate piezometers for monitoring of dewatering and for monitoring of depressurization. Install piezometers and monitoring wells for tunneling as appropriate for Contractor's selected method of work.
- C. Install piezometers or monitoring wells not less than one week in advance of beginning the associated excavation.
- D. Dewatering may be omitted for portions of underdrains or other excavations, but only where auger borings and piezometers or monitoring wells show that soil is predrained by an existing system such that the criteria of the ground water control plan are satisfied.
- E. Replace installations that produce noticeable amounts of sediments after development.
- F. Provide additional ground water control installations, or change the methods, in the event that the installations according to the ground water control plan does not provide satisfactory results based on the performance criteria defined by the plan and by the specification. Submit a revised plan according to Paragraph 1.05B.

3.03 EXCAVATION DRAINAGE

- A. Contractor may use excavation drainage methods if necessary to achieve well-drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.04 MAINTENANCE AND OBSERVATION

- A. Conduct daily maintenance and observation of piezometers or monitoring wells while the ground water control installations or excavation drainage are operating in an area. Keep system in good condition.
- B. Replace damaged and destroyed piezometers or monitoring wells with new piezometers or wells as necessary to meet observation schedule.
- C. Cut off piezometers or monitoring wells in excavation areas where piping is exposed, only as necessary to perform observation as excavation proceeds. Continue to maintain and make observations, as specified.
- D. Remove and grout piezometers inside or outside the excavation area when ground water control operations are complete. Remove and grout monitoring wells when directed by the Engineer.

3.05 MONITORING AND RECORDING

- A. Monitor and record average flow rate of operation for each deep well, or for each wellpoint or eductor header used in dewatering system. Also monitor and record water level and ground water recovery. These records shall be obtained daily until steady conditions are achieved, and twice weekly thereafter.

SECTION 01563

CONTROL OF GROUND WATER AND SURFACE WATER

- B. Observe and record elevation of water level daily as long as ground water control system is in operation, and weekly thereafter until the Work is completed or piezometers or wells are removed, except when Engineer determines that more frequent monitoring and recording are required. Comply with Engineer's direction for increased monitoring and recording and take measures as necessary to ensure effective dewatering for intended purpose.

3.06 SURFACE WATER CONTROL

- A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.
- B. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

SECTION 01564

WASTE MATERIAL DISPOSAL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Disposal of waste material and salvageable material.

1.02 UNIT PRICES

- A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

1.03 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01300 - Submittals.
- B. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.
- C. Submit a copy of written permission from property owner, along with description of property, prior to disposal of excess material adjacent to the Project. Submit a written and signed release from property owner upon completion of disposal work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SALVAGEABLE MATERIAL

- A. Excavated material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.
- B. Base, surface, and bedding material: Deliver shell, gravel, bituminous, or other base and surfacing material designated for salvage to the location designated by the Engineer.
- C. Pipe culvert: Deliver culverts designated for salvage to Owner's storage area.
- D. Other salvageable materials: Conform to requirements of individual Specification Sections.
- E. Coordinate delivery of salvageable material with Engineer.

3.02 EXCESS MATERIAL

- A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of.
- B. Excess soil may be deposited on private property adjacent to the Project when written permission is obtained from property owner. See Paragraph 1.03C above.
- C. Verify the flood plain status of any proposed disposal site. Do not dispose of excavated materials in an area designated as within the City or County 100-year Flood Hazard Area.
- D. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

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SECTION 01566

SOURCE CONTROLS FOR EROSION AND SEDIMENTATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of erosion and sediment control and other control-related practices which shall be utilized during construction activities.

1.02 UNIT PRICES

- A. Unless indicated in the Unit Price Bid as a pay item, no separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items of which this work is a component.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

- A. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Engineer to allow soil testing and surveying.
- B. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately by the Contractor.
- C. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials as specified in this or other Specifications and in compliance with applicable federal, state, and local rules and regulations.
- D. Contractor shall conduct all construction operations under this Contract in conformance with the erosion control practices described in the Drawings and this Specification.
- E. The Contractor shall install, maintain, and inspect erosion and sediment control measures and practices as specified in the Drawings and in this or other Specifications.

3.02 TOPSOIL PLACEMENT FOR EROSION AND SEDIMENT CONTROL SYSTEMS

- A. When topsoil is specified as a component of another Specification, the Contractor shall conduct erosion control practices described in this Specification during topsoil placement operations.
 - 1. When placing topsoil, maintain erosion and sediment control systems, such as swales, grade stabilization structures, berms, dikes, silt fences, and sediment basins.
 - 2. Maintain grades which have been previously established on areas to receive topsoil.
 - 3. After the areas to receive topsoil have been brought to grade, and immediately prior to dumping and spreading the topsoil, loosen the subgrade by discing or by scarifying to a depth of at least 2 inches to permit bonding of the topsoil to the subsoil.

3.03 DUST CONTROL

- A. Implement dust control methods to control dust creation and movement on construction sites and roads and to prevent airborne sediment from reaching receiving streams or storm water conveyance systems, to reduce on-site and off-site damage, to prevent health hazards, and to improve traffic safety.

SECTION 01566

SOURCE CONTROLS FOR EROSION AND SEDIMENTATION

- B. Control blowing dust by using one or more of the following methods:
 - 1. Mulches bound with chemical binders.
 - 2. Temporary vegetative cover.
 - 3. Tillage to roughen surface and bring clods to the surface.
 - 4. Irrigation by water sprinkling.
 - 5. Barriers using solid board fences, burlap fences, crate walls, bales of hay, or similar materials.
- C. Implement dust control methods immediately whenever dust can be observed blowing on the project site.

3.04 KEEPING STREETS CLEAN

- A. Keep streets clean of construction debris and mud carried by construction vehicles and equipment. If necessary to keep the streets clean, install stabilized construction exits at construction, staging, storage, and disposal areas. A vehicle/equipment wash area (stabilized with coarse aggregate) may be installed adjacent to the stabilized construction exit, as needed. Release wash water into a drainage swale or inlet protected by erosion and sediment control measures. Construction exit and wash areas are specified in Section 01569 - Stabilized Construction Exit.
- B. In lieu of or in addition to stabilized construction exits, shovel or sweep the pavement to the extent necessary to keep the street clean. Waterhosing or sweeping of debris and mud off of the street into adjacent areas is not allowed.

3.05 EQUIPMENT MAINTENANCE AND REPAIR

- A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose. Locate such areas so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid as well as solid waste. Clean and inspect maintenance areas daily.
- B. On a construction site where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.06 WASTE COLLECTION AND DISPOSAL

- A. Contractor shall formulate and implement a plan for the collection and disposal of waste materials on the construction site. In plan, designate locations for trash and waste receptacles and establish a collection schedule. Methods for ultimate disposal of waste shall be specified and carried out in accordance with applicable local, state, and federal health and safety regulations. Make special provisions for the collection and disposal of liquid wastes and toxic or hazardous materials.
- B. Keep receptacles and waste collection areas neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate from day-to-day. Locate trash collection points where they will least likely be affected by concentrated storm water runoff.

3.07 WASHING AREAS

- A. Vehicles such as concrete delivery trucks or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a watercourse or storm water conveyance system. Designate special areas for washing vehicles. Locate these

areas where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Beneath wash areas construct a gravel or rock base to minimize mud production.

3.08 STORAGE OF CONSTRUCTION MATERIALS AND CHEMICALS

- A. Isolate sites where chemicals, cements, solvents, paints, or other potential water pollutants are stored in areas where they will not cause runoff pollution.
- B. Store toxic chemicals and materials, such as pesticides, paints, and acids in accordance with manufacturers' guidelines. Protect groundwater resources from leaching by placing a plastic mat, packed clay, tarpaper, or other impervious materials on any areas where toxic liquids are to be opened and stored.

3.09 DEMOLITION AREAS

- A. Demolition activities which create large amounts of dust with significant concentrations of heavy metals or other toxic pollutants shall use dust control techniques to limit transport of airborne pollutants. However, water or slurry used to control dust contaminated with heavy metals or toxic pollutants shall be retained on the site and shall not be allowed to run directly into watercourses or storm water conveyance systems. Methods of ultimate disposal of these materials shall be carried out in accordance with applicable local, state, and federal health and safety regulations.

3.10 SANITARY FACILITIES

- A. Provide the construction sites with adequate portable toilets for workers in accordance with Section 01500 - Temporary Facilities and Controls, and applicable health regulations.

3.11 PESTICIDES

- A. Use and store pesticides during construction in accordance with manufacturers' guidelines and with local, state, and federal regulations. Avoid overuse of pesticides which could produce contaminated runoff. Take great care to prevent accidental spillage. Never wash pesticide containers in or near flowing streams or storm water conveyance systems.

END OF SECTION

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SECTION 01567

FILTER FABRIC FENCE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Installation of erosion and sediment control filter fabric fences used during construction and until final development of the site. The purpose of filter fabric fences is to contain pollutants from overland flow. Filter fabric fences are not for use in channelized flow areas.

1.02 UNIT PRICES

- A. Filter fabric fence will be measured by the linear foot of completed and accepted filter fabric fence between the limits of the beginning and ending of wooden stakes. Filter fabric fence, measured as stated, will be paid for at the unit price bid for Filter Fabric Fence, complete-in-place.
- B. Payment for filter fabric fence will include and be full compensation for all labor, equipment, materials, supervision, and all incidental expenses for construction of these items, complete in place, including, but not limited to protection of trees, maintenance requirements, repair and replacement of damaged sections, removal of sediment deposits, and removal of erosion and sediment control systems at the end of construction.

1.03 SUBMITTALS

- A. Manufacturer's catalog sheets and other product data on geotextile fabric.

PART 2 PRODUCTS

2.01 FILTER FABRIC

- A. Provide woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.
- B. Geotextile fabric shall have a grab strength of 100 psi in any principal direction (ASTM D-4632), Mullen burst strength exceeding 200 psi (ASTM D-3786), and the equivalent opening size between 50 and 140.
- C. Filter fabric material shall contain ultraviolet inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 degrees F to 120 degrees F.

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

- A. Provide erosion and sediment control systems at the locations shown on Drawings. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on the Drawings and specified in this Section.
- B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Engineer to allow soil testing and surveying.
- C. Regularly inspect and repair or replace damaged components of filter fabric fences as specified in this Section. Unless otherwise directed, maintain the erosion and sediment control systems until the project area stabilization is accepted by the Owner. Remove

SECTION 01567

FILTER FABRIC FENCE

erosion and sediment control systems promptly when directed by the Engineer. Discard removed materials off site.

- D. Remove sediment deposits and dispose of them at the designated spoil site for the project. If a project spoil site is not designated on the Drawings, dispose of sediment off site at a location not in or adjacent to a stream or floodplain. Off-site disposal is the responsibility of the Contractor. Sediment to be placed at the project site should be spread evenly throughout the site, compacted and stabilized. Sediment shall not be allowed to flush into a stream or drainage way. If sediment has been contaminated, it shall be disposed of in accordance with existing federal, state, and local rules and regulations.
- E. Conduct all construction operations under this Contract in conformance with the erosion control practices described in Section 01566-Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

- A. Provide filter fabric fence systems in accordance with the Drawing detail for Filter Fabric Fences. Filter fabric fences shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- B. Attach the filter fabric to 2-inch by 2-inch wooden stakes spaced a maximum of 3 feet apart and embedded a minimum of 8 inches. If filter fabric is factory preassembled with support netting, then maximum spacing allowable is 8 feet. Install wooden stakes at a slight angle toward the source of anticipated runoff.
- C. Trench in the toe of the filter fabric fence with a spade or mechanical trencher as shown on the Drawings. Lay filter fabric along the edges of the trench. Backfill and compact trench.
- D. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.
- E. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.
- F. Inspect sediment filter barrier systems after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately. Remove sediment deposits when silt reaches a depth one-third the height of the fence or 6 inches, whichever is less.

END OF SECTION

SECTION 01568

REINFORCED FILTER FABRIC BARRIER

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Installation of reinforced filter fabric barriers for erosion and sediment control used during construction and until the final development of the site. Reinforced filter fabric barriers are used to retain sedimentation in channelized flow areas.

1.02 UNIT PRICES

- A. Filter fabric barrier will be measured by the linear foot of completed and accepted filter fabric barrier between the limits of the beginning and ending fence posts. Filter fabric barrier, measured as stated, will be paid for at the unit price bid for Reinforced Filter Fabric Barrier, complete-in-place.
- B. Payment for filter fabric barrier will include and be full compensation for all labor, equipment, materials, supervision, and incidental expenses for construction of these items, complete in place, including, but not limited to protection of trees, maintenance requirements, repair and replacement of damaged sections, removal of sediment deposits, and removal of erosion and sediment control systems at the end of construction.

1.03 SUBMITTALS

- A. Manufacturer's catalog sheets and other product data on geotextile fabrics.

PART 2 PRODUCTS

2.01 FILTER FABRIC

- A. Provide woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.
- B. Geotextile fabric shall have a minimum grab strength of 100 psi in any principal direction (ASTM D-4632), Mullen burst strength exceeding 200 psi (ASTM D-3786), and the equivalent opening size between 50 and 140.
- C. Filter fabric material shall contain ultraviolet inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 degrees F to 120 degrees F.

2.02 FENCING

- A. Provide woven galvanized steel wire fence with minimum thickness of 14 gauge and a maximum mesh spacing of 6 inches.

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

- A. Provide erosion and sediment control systems at the locations shown on the Drawings. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on the Drawings and specified in this Section.
- B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than as specifically directed by the Engineer to allow soil testing and surveying.

SECTION 01568

REINFORCED FILTER FABRIC BARRIER

- C. Regularly inspect and repair or replace damaged components of the reinforced filter fabric barrier as specified in this Section. Unless otherwise directed, maintain the erosion and sediment control systems until the project area stabilization is accepted by the Owner. Remove erosion and sediment control systems promptly when directed by the Engineer. Discard removed materials off site.
- D. Remove sediment deposits and dispose of them at the designated spoil site for the project. If a project spoil site is not designated on the Drawings, dispose of sediment off site at a location not in or adjacent to a stream or floodplain. Off-site disposal is the responsibility of the Contractor. Sediment to be placed at the project site should be spread evenly throughout the site, compacted and stabilized. Sediment shall not be allowed to flush into a stream or drainage way. If sediment has been contaminated, it shall be disposed of in accordance with existing federal, state, and local rules and regulations.
- E. Conduct all construction operations under this Contract in conformance with the erosion control practices described in Section 01566 - Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

- A. Provide filter fabric barriers in accordance with the Drawing detail for Reinforced Filter Fabric Barrier. Filter fabric barrier systems shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- B. Attach the woven wire support to 2-inch by 2-inch wooden stakes spaced a maximum of 6 feet apart and embedded a minimum of 8 inches. Install wooden stakes at a slight angle toward the source of the anticipated runoff.
- C. Trench in the toe of the filter fabric barrier with a spade or mechanical trencher as shown on the Drawings. Lay filter fabric along the edges of the trench. Backfill and compact trench.
- D. Securely fasten the filter fabric material to the woven wire with tie wires.
- E. Reinforced filter fabric barrier shall have a height of 18 inches.
- F. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.
- G. Inspect the reinforced filter fabric barrier systems after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately. Remove sediment deposits when silt reaches a depth one-third the height of the barrier or 6 inches, whichever is less.

END OF SECTION

SECTION 01569

STABILIZED CONSTRUCTION EXIT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Installation of erosion and sediment control for stabilized construction exits used during construction and until final development of the site.

1.02 UNIT PRICES

- A. Unless indicated in the Unit Price Bid as a pay item, no separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

1.03 SUBMITTALS

- A. Manufacturer's catalog sheets and other product data on geotextile fabric.
- B. Sieve analysis of aggregates conforming to requirements of this Specification.

PART 2 PRODUCTS

2.01 GEOTEXTILE FABRIC

- A. Provide woven or nonwoven geotextile fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.
- B. Geotextile fabric shall have a minimum grab strength of 270 psi in any principal direction (ASTM D-4632), and the equivalent opening size between 50 and 140.
- C. Both the geotextile and threads shall be resistant to chemical attack, mildew, and rot and shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable life at a temperature range of 0°F to 120°F.

2.02 COARSE AGGREGATES

- A. Coarse aggregate shall consist of crushed stone, gravel, crushed blast furnace slag, or a combination of these materials. Aggregate shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.
- B. Coarse aggregates shall conform to the following gradation requirements.

<u>Sieve Size</u> <u>(Square Mesh)</u>	<u>Percent Retained</u> <u>(By Weight)</u>
2-1/2"	0
2"	0 - 20
1-1/2"	15 - 50
3/4"	60 - 80
No. 4	95 - 100

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

- A. If necessary to keep the street clean of mud carried by construction vehicles and equipment, Contractor shall provide stabilized construction roads and exits at the construction, staging,

SECTION 01569

STABILIZED CONSTRUCTION EXIT

parking, storage, and disposal areas. Such erosion and sediment controls shall be constructed in accordance with the requirements shown on the Drawings and specified in this Section.

- B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than as specifically directed by the Engineer to allow soil testing and surveying.
- C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Engineer to remove and discard the existing system.
- D. Regularly inspect and repair or replace components of stabilized construction exits. Unless otherwise directed, maintain the stabilized construction roads and exits until the project is accepted by the Owner. Remove stabilized construction roads and exits promptly when directed by the Engineer. Discard removed materials off site.
- E. Remove sediment deposits and dispose of them at the designated spoil site for the project. If a project spoil site is not designated on the Drawings, dispose of sediment off site at location not in or adjacent to a stream or floodplain. Off-site disposal is the responsibility of the Contractor. Sediment to be placed at the project site should be spread evenly throughout the site, compacted and stabilized. Sediment shall not be allowed to flush into a stream or drainage way. If sediment has been contaminated, it shall be disposed of in accordance with existing federal, state, and local rules and regulations.
- F. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.
- G. Conduct all construction operations under this Contract in conformance with the erosion control practices described in Section 01566 - Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

- A. Provide stabilized access roads, subdivision roads, parking areas, and other on-site vehicle transportation routes where shown on Drawings.
- B. Provide stabilized construction exits and truck washing areas, when approved by Engineer, of the sizes and locations where shown on Drawings or as specified in this Section.
- C. Vehicles leaving construction areas shall have their tires cleaned to remove sediment prior to entrance onto public right-of-way. When washing is needed to remove sediment, Contractor shall construct a truck washing area. Truck washing shall be done on stabilized areas which drain into a drainage system protected by erosion and sediment control measures.
- D. Details for stabilized construction exit are shown on the Drawings. Construction of all other stabilized areas shall be to the same requirements. Roadway width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic and shall be sufficient for all ingress and egress. Furnish and place geotextile fabric as a permeable separator to prevent mixing of coarse aggregate with underlying soil. Exposure of geotextile fabric to the elements between laydown and cover shall be a maximum of 14 days to minimize damage potential.
- E. Roads and parking areas shall be graded to provide sufficient drainage away from stabilized areas. Use sandbags, gravel, boards, or similar methods to prevent sediment from entering public right-of-way, receiving stream or storm water conveyance system.

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STABILIZED CONSTRUCTION EXIT

- F. The stabilized areas shall be inspected and maintained daily. Provide periodic top dressing with additional coarse aggregates to maintain the required depth. Repair and clean out damaged control measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way shall be removed immediately.
- G. The length of the stabilized area shall be as shown on the Drawings, but not less than 50 feet. The thickness shall not be less than 8 inches. The width shall not be less than full width of all points of ingress or egress.
- H. Stabilization for other areas shall have the same coarse aggregate, thickness, and width requirements as the stabilized construction exit, except where shown otherwise on the Drawings.
- I. Stabilized area may be widened or lengthened to accommodate truck-washing area when authorized by Engineer.
- J. Alternative methods of construction may be utilized when shown on Drawings, or when approved by the Engineer. These methods include the following:
 - 1. Cement-Stabilized Soil - Compacted cement-stabilized soil or other fill material in an application thickness of at least 8 inches.
 - 2. Wood Mats/Mud Mats - Oak or other hardwood timbers placed edge-to-edge and across support wooden beams which are placed on top of existing soil in an application thickness of at least 6 inches.
 - 3. Steel Mats - Perforated mats placed across perpendicular support members.

END OF SECTION

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SECTION 01570

TRAFFIC CONTROL AND REGULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for signs, signals, control devices, flagmen, lights and traffic signals, as well as construction parking control, designated haul routes and bridging of trenches and excavations.

1.02 SUBMITTALS

- A. If the Contractor proposes to implement traffic control different than the plan provided, he shall submit a traffic control plan in conformance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for approval of the Engineer.
- B. Make submittals in accordance with Section 01300 - Submittals.

1.03 UNIT PRICES

- A. Traffic Control and Regulation. Measurement is on a lump sum basis for traffic control and regulation, including submittal of a traffic control plan if different from the plan shown on the Drawings, provision of traffic control devices, and provision of equipment and personnel as necessary to protect the work and the public. The amount invoiced shall be determined based on the schedule of values submitted for traffic control and regulation.

1.04 FLAGMEN

- A. Use flagmen to control, regulate and direct the even flow or movement of vehicular or pedestrian traffic when construction operations encroach on public traffic lanes.

PART 2 PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

- A. Comply with Texas State Manual on Uniform Traffic Control Devices.
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

PART 3 EXECUTION

3.01 PUBLIC ROADS

- A. Abide by laws and regulations of governing authorities when using public roads. If the Contractor's work requires that public roads be temporarily impeded or closed, approvals shall be obtained from governing authorities and permits paid for before starting any work. Notify the Engineer 48 hours prior to closing roadways.
- B. Contractor shall maintain at all times a 10-foot-wide all-weather lane adjacent to work areas which shall be kept free of construction equipment and debris and shall be for the use of emergency vehicles, or as otherwise provided in the traffic control plan.
- C. Contractor shall not obstruct the normal flow of traffic from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on designated major arterials or as directed by the Engineer.
- D. Contractor shall maintain local driveway access to residential and commercial properties adjacent to work areas at all times, unless otherwise allowed on the Plans.

SECTION 01570

TRAFFIC CONTROL AND REGULATION

- E. Keep streets used for entering or leaving the job area free of excavated material, debris, and any foreign material resulting from construction operations.
- F. Control vehicular parking to prevent interference with public traffic and parking, and access by emergency vehicles.
- G. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- H. Prevent parking on or adjacent to access roads or in non-designated areas.

3.02 LIGHTS

- A. Provide lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.03 HAUL ROUTES

- A. Utilize haul routes designated by authorities or shown on the Drawings for construction traffic.
- B. Confine construction traffic to designated haul routes and applicable provisions of the City's Ordinances.
- C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.04 TRAFFIC SIGNS AND SIGNALS

- A. Install traffic control devices at approaches to the site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Relocate traffic signs and control devices as Work progresses to maintain effective traffic control.

3.05 BRIDGING TRENCHES AND EXCAVATIONS

- A. Whenever necessary, bridge trenches and excavation to permit an unobstructed flow of traffic.
- B. Secure bridging against displacement by using adjustable cleats, angles, bolts or other devices whenever bridge is installed:
 - 1. On an existing bus route;
 - 2. When more than five percent of daily traffic is comprised of commercial or truck traffic;
 - 3. When more than two separate plates are used for the bridge; or
 - 4. When bridge is to be used for more than five consecutive days.
- C. Install bridging to operate with minimum noise.
- D. Adequately shore the trench or excavation to support bridge and traffic.
- E. Extend steel plates used for bridging a minimum of one foot beyond edges of trench or excavation. Use temporary paving materials (premix) to feather edges of plates to minimize wheel impact on secured bridging.
- F. Use steel plates of sufficient thickness to support H-20 loading, truck or lane, that produces maximum stress.

SECTION 01570

TRAFFIC CONTROL AND REGULATION

3.06 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.
- C. Remove post settings to a depth of 2 feet.

END OF SECTION

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SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Options for making product or process selections
- B. Procedures for proposing equivalent construction products or processes, including preapproved, and approved products or processes

1.02 DEFINITIONS

- A. Product: Means materials, equipment, or systems incorporated into the Project. Product does not include machinery and equipment used for production, fabrication, conveying, and erection of the Work. Products may also include existing materials or components designated for re-use.
- B. Process: Any proprietary system or method for installing system components resulting in an integral, functioning part of the Work. For this Section, the word Product includes Processes.

1.03 SELECTION OPTIONS

- A. Preapproved Products: Construction products of certain manufacturers or suppliers are designated in the Specifications as preapproved. Products of other manufacturers or suppliers will not be acceptable for this Project and will not be considered under the submittal process for approving alternate products.
- B. Approved Products: Construction products or processes of certain manufacturers or suppliers designated in the Specifications followed by the words "or approved equal." Approval of alternate products or processes not listed in the Specifications may be obtained by following the submittal procedures specified in Section 01300 - Submittals. The procedure for approval of alternate products is not applicable to preapproved products.
- C. Product Compatibility: To the maximum extent possible, provide products that are of the same type or function from a single manufacturer, make, or source. Where more than one choice is available as a Contractor's option, select a product which is compatible with other products already selected, specified, or in use by the Owner.

1.04 CONTRACTOR'S RESPONSIBILITY

- A. Furnish information the Engineer deems necessary to judge equivalency of the alternate product.
- B. Pay for laboratory testing, as well as any other review or examination costs, needed to establish the equivalency between products in order to obtain information upon which the Engineer can base a decision.
- C. If the Engineer determines that an alternate product is not equal to that named in the Specifications, the Contractor shall furnish one of the specified products.

1.05 ENGINEER'S REVIEW

- A. Alternate products or processes may be used only if approved in writing by the Engineer. The Engineer's determination regarding acceptance of a proposed alternate product is final.
- B. Alternate products will be accepted if the product is judged by the Engineer to be equivalent to the specified product or to offer substantial benefit to the Owner.

SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

- C. The Owner retains the right to accept any product or process deemed advantageous to the Owner, and similarly, to reject any product or process deemed not beneficial to the Owner.

1.06 SUBSTITUTION PROCEDURE

- A. Collect and assemble technical information applicable to the proposed product to aid in determining equivalency as related to the approved product specified.
- B. Submit a written request for a construction product to be considered as an alternate product.
- C. Submit the product information after the effective date of the Agreement and within the time period allowed for substitution submittals given in the General Conditions. After the submittal period has expired, requests for alternate products will be considered only when a specified product becomes unavailable because of conditions beyond the Contractor's control.
- D. Submit five copies of each request for alternate product approval. Include the following information:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents
 - 2. For products:
 - a. Product identification, including manufacturer's name and address
 - b. Manufacturer's literature with product description, performance and test data, and reference standards
 - c. Samples, as applicable
 - d. Name and address of similar projects on which product was used and date of installation. Include the name of the Owner, Architect/Engineer, and installing contractor.
 - 3. For construction methods:
 - a. Detailed description of proposed method
 - b. Drawings illustrating methods
 - 4. Itemized comparison of proposed substitution with product or method specified
 - 5. Data relating to changes in construction schedule
 - 6. Relation to separate contracts, if any
 - 7. Accurate cost data on proposed substitution in comparison with product or method specified.
 - 8. Other information requested by the Engineer.
- E. Approved alternate products will be subject to the same review process as the specified product would have been for shop drawings, product data, and samples.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures including final submittals such as operation and maintenance data, warranties, and spare parts and maintenance materials.

1.02 CLOSEOUT PROCEDURES

- A. Comply with the General Conditions regarding Final Completion and Final Payment when Work is complete and ready for Engineer's final inspection.
- B. Provide Project Record Documents in accordance with Section 01720 – Project Record Documents.
- C. Complete or correct items on punch list, with no new items added. Any new items will be addressed during warranty period.
- D. The Owner will occupy portions of the Work as specified in other Sections.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and temporary construction facilities from the site following the final test of utilities and completion of the work.

1.04 OPERATION AND MAINTENANCE DATA

- A. Submit operations and maintenance data as noted in Section 01300 - Submittals.

1.05 WARRANTIES

- A. Provide one original of each warranty from Subcontractors, suppliers, and manufacturers.
- B. Provide Table of Contents and assemble warranties in 3-ring/D binder with durable plastic cover.
- C. Submit warranties prior to final Application for Payment.
- D. Warranties shall commence in accordance with the requirements in the General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Maintenance and Submittal of Record Documents and Samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain one record copy of documents at the site.
- B. Store Record Documents and samples in field office if a field office is required by Contract Documents, or in a secure location. Provide files, racks, and secure storage for Record Documents and samples.
- C. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and Samples available for inspection by Engineer.

1.03 RECORDING

- A. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- B. Contract Drawings and Shop Drawings: Legibly mark each item to record all actual construction, or "as built" conditions, including:
 - 1. Measured horizontal locations and elevations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Elevations of underground utilities referenced to benchmark utilized for project.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by modifications.
 - 5. Details not on original contract drawings.
 - 6. References to related shop drawings and Modifications.
- C. Record information with a red pen or pencil on a set of blue line opaque drawings, provided by Engineer.

1.04 SUBMITTALS

- A. At contract closeout, deliver Project Record Documents to Engineer.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 02484

MARINE BULKHEADS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, treating, inspecting, handling, materials, and sitework for marine bulkheads.

1.02 UNIT PRICES

- A. Bulkhead: Measurement shall be on a linear foot basis along the centerline of the bulkhead.
- B. Excavation: Measurement shall be on a cubic yard basis. Excavation is calculated using the Average End Area method between pre-construction natural ground elevations and post construction ground elevations. Temporary excavations shall not be measured.
- C. Sand Backfill: Sand backfill used behind the bulkhead shall not be measured directly but shall be considered subsidiary to other bid items.
- D. Trench Safety: Measurement shall be on a linear foot basis along the centerline of the bulkhead.

1.03 SUBMITTALS

- A. The Contractor shall submit the following documentation to the Engineer prior to delivery of materials to the site:
 - 1. Name, address and telephone number of the company(s) responsible for treatment of the timber.
 - 2. Certification from the treatment company stating that the timber meets all requirements of the specifications; that the minimum grade is equal to or better than that specified; that the moisture content of the wood is in accordance with that specified; that the minimum retention of preservative is as specified; that any required secondary treatment including water repellant or polymer coating is as specified. The Owner may use an independent laboratory to perform additional testing on the material at any time during or after construction to ensure adherence to the specifications.
 - 3. Technical data and manufacturer's recommendations on field application for the Copper Naphthenate preservative to be used for field treatment of all cut ends and drill holes.
 - 4. Submit manufacturer's product data sheet for vinyl sheeting.

PART 2 PRODUCTS

2.01 TREATED TIMBER

A. PRESERVATIVE FOR PRESSURE TREATMENT

- 1. CCA - The preservative used for pressure treatment of pilings and timbers shall be Type C, Chromated Copper Arsenate (CCA) in accordance with AWPA Standard U1. The preservative shall be formulated using only the oxide forms of the chemicals. All wood products shall be pressure treated to conform to the requirements of AWPA Standard C1.
- 2. ACQ - The preservative used for pressure treatment of pilings and timbers shall be Type C2, Alkaline Copper Quaternary (ACQ) in accordance with AWPA Standard U1. All wood products shall be pressure treated to conform to the requirements of AWPA Standard T1.

B. PILES

Treated timber piles shall be southern pine, conforming to ASTM D25 and pressure impregnated with Chromated Copper Arsenate (CCA) in accordance with AWPA C3 and

SECTION 02484

MARINE BULKHEADS

AWPA C18 with a minimum retention as stated on the plans in pounds per cubic foot. Class A & B timber piles shall have the following minimum dimensions:

Pile Designation	Diameter 3' from Butt	Diameter at tip
Class A	14"	9"
Class B	12"	8"

When plans call for a specific butt or tip diameter, it shall be the minimum diameter measured at the extreme butt or tip.

C. TREATED TIMBER

Treated timber shall be southern pine and shall be graded in accordance with the Southern Pine Inspection Bureau (SPIB) Standard Grading Rules. The lumber grade shall not be less than that specified on the plans. Treated timber shall be pressure impregnated in accordance with AWPA C2. The preservative type and minimum retention of preservative shall not be less than that specified on the plans. Surfacing of the lumber shall be surface as specified on the plans. Rough sawn shall indicate that the lumber has not been dressed but has been sawed, edged and trimmed at least to the extent of showing saw marks on the four longitudinal surfaces of each piece the entire length. Dressed lumber shall be surfaced, planed or dressed by a planing machine on one side (S1S), two sides (S2S), one edge (S1E), two edges (S2E) or a combination of sides and edges (S1S1E, S1S2E, S2S1E or S4S).

2.02 VINYL SHEET PILING

- A. Vinyl sheet piling shall be manufactured with an interlocking feature that ensures adjacent panels maintain alignment. Sheeting shall be homogeneous, uniform in color, free from visible cracks and free from other injurious defects. The entire thickness of the sheeting shall be high impact and UV stabilized Vinyl Compound. Sheeting shall be as shown on the plans or approved "equal". The Engineer shall be the sole judge of "equal" products.

2.03 HARDWARE AND FASTENERS

- A. Hardware and fasteners shall be of the size and type specified in the plans. Lag screws, bolts, and nails shall conform to ASTM A307. When the plans call for fasteners to be Hot Dip Galvanized (HDG), they shall be coated with a minimum of 2.0 oz./sq.ft. of zinc coating in accordance with ASTM A153. When the plans call for fasteners to be Stainless Steel (SS), they shall be 316 Stainless.

2.04 SPLICE PLATES AND BRACKETS

- A. Splice plates and brackets shall be a minimum of A36 steel. When the plans call for Hot Dip Galvanized (HDG), the plates and brackets shall be cut, punched, welded, and drilled before they are coated with a minimum of 2.0 oz./sq.ft. of zinc coating. When the plans call for Stainless Steel (SS), they shall be 316 stainless.

2.05 SAND BACKFILL

- A. Select granular backfill material shall be reasonably clean bank sand from an approved source. Sand shall be free flowing, 100% passing the 1/4" sieve, free from large lumps of

SECTION 02484

MARINE BULKHEADS

clay, organic matter or other deleterious substance, and have a Plasticity Index (PI) less than 6 (TxDOT Tex-106-E).

PART 3 EXECUTION

3.01 HANDLING

- A. Treated timber shall be handled in accordance with AWWA M4 Standard for the Care of Preservative Treated Wood Products. Wood shall be stored and handled in a manner which does not injure the timber. When timbers must be cut to length, notched or drilled, the cut ends shall be treated with two applications of a 21.6% Copper Naphthenate solution. When called for on the plans, cut-off pilings shall be sealed with a coal-tar roofing cement meeting ASTM D4022.
- B. Upon delivery of materials to site, the Contractor shall visually inspect all materials for defects or damage. If serious defect or damage is detected, Contractor shall notify Engineer immediately. Contractor should not break open bundled materials until ready for immediate installation.

3.02 INSTALLATION

- A. Timber Piles: Timber piles shall be located as shown on the plans and shall be driven to the required tip elevation. Drilled pilot holes equal to the pile tip diameter or smaller may be used to facilitate driving. A protective pile cap shall be used to distribute the hammer blow and to protect the pile from damage. The Contractor shall obtain approval from the Engineer of the method used to mark and trim the pilings. After approval, piles shall be cut to plan elevation if required. The cut off end of the pile shall be treated with 2 liberal applications of a 21.6% solution of Copper Naphthenate. Anchor rod holes shall be drilled 1/8 inch larger than the outside anchor rod diameter and the interior surface of the hole shall be treated with 2 liberal applications of a 21.6% solution of Copper Naphthenate.
- B. Timber Wales: Timber wales shall be installed at the elevation shown on the plans. The minimum wale length shall be equal to 2 pile spacings except at angle points. All splices shall be staggered except at angle points.
- C. Vinyl Sheet Piling: Drive sheet piling (preferably in pairs) to required embedment depth and lag leading sheet to wale. Piles driven out of interlock with adjacent piles or otherwise damaged shall be removed and replaced by new piles at the Contractor's expense.

3.03 TOLERANCES

A. Timber Piles:

Top of pile elevation:	Plus or minus 1 inch
Horizontal Alignment (Measured at point of attachment to top wale.):	Plus or minus 4 inches
Center to center pile spacing:	Plus or minus 6 inches
Maximum out of plumb:	1 inch in 3 feet from vertical

B. Wales:

Top of Wale:	Plus or minus 1/2 inch from true elevation

SECTION 02484

MARINE BULKHEADS

C. Vinyl Sheet Piling:

Parallel to plane of the wall:	Plus or minus 1/2 inch per foot out of plumb
Perpendicular to plane of the wall:	Less than 1/16 inch per foot "out" of plumb Less than 1 inch per foot "in" of plumb

3.04 EXCAVATION

- A. Excavate to lines and grades shown on the plans. Excavate and stockpile topsoil for areas to receive grass from areas to be further excavated. All excess excavated material shall be disposed of by the Contractor in the spoil disposal area on the plans or as approved by the Engineer. The area behind the wall shall be graded to provide a uniform appearance suitable for the placement of the final surfacing material.

END OF SECTION

SECTION 02485

TREATED TIMBER STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, treating, inspecting, handling, and installation of treated timber required to complete the project.

1.02 UNIT PRICES

- A. Treated timber shall not be measured directly but shall be considered subsidiary to the other bid items listed in the proposal form.

1.03 SUBMITTALS

- A. The Contractor shall submit the following documentation to the Engineer prior to delivery of materials to the site:
 - 1. Name, address and telephone number of the company(s) responsible for treatment of the timber.
 - 2. Certification from the treatment company stating that the timber meets all requirements of the specifications; that the minimum grade is equal to or better than that specified; that the moisture content of the wood is in accordance with that specified; that the minimum retention of preservative is as specified; that any required secondary treatment including water repellent or polymer coating is as specified. The Owner may use an independent laboratory to perform additional testing on the material at any time during or after construction to ensure adherence to the specifications.
 - 3. Technical data and manufacturer's recommendations on field application for the Copper Naphthenate preservative to be used for field treatment of all cut ends and drill holes.

PART 2 PRODUCTS

2.01 PRESERVATIVE FOR PRESSURE TREATMENT

- A. CCA – CCA preservative may only be used in applications requiring saltwater submersion. The preservative used for pressure treatment of pilings and timbers shall be Type C, Chromated Copper Arsenate (CCA) in accordance with AWPA Standard U1. The preservative shall be formulated using only the oxide forms of the chemicals. All wood products shall be pressure treated to conform to the requirements of AWPA Standard C1.
- B. MCA - The preservative used for pressure treatment of decking shall be Micronized Copper Azole (MCA) in accordance with AWPA Standard U1. All wood products shall be pressure treated to conform to the requirements of AWPA Standard T1.

2.02 TREATED TIMBER PILES

- A. Treated timber piles shall be southern pine, conforming to ASTM D25 and shall be pressure impregnated in accordance with AWPA C3 and AWPA C18. The preservative type and minimum retention of preservative shall not be less than that specified in the plans. Timber piles shall have the following minimum dimensions:

ASTM D25 – CLASS B PILING

Minimum Butt Diameter (3' from end)	12" for pilings up to 45' long 13" for pilings 50' and longer

Minimum Tip Diameter	8" for pilings up to 35' long 7" for pilings between 40' and 70' long

SECTION 02485

TREATED TIMBER STRUCTURES

6" for pilings 75' and longer

The minimum piling length shall not be less than that specified in the plans.

2.03 TREATED TIMBER

- A. Treated timber shall be southern pine and shall be graded in accordance with the Southern Pine Inspection Bureau (SPIB) Standard Grading Rules. The lumber grade shall not be less than that specified on the plans. Treated timber shall be pressure impregnated in accordance with AWWA C2. The preservative type and minimum retention of preservative shall not be less than that specified on the plans. Surfacing of the lumber shall be surface as specified on the plans. Rough sawn shall indicate that the lumber has not been dressed but has been sawed, edged and trimmed at least to the extent of showing saw marks on the four longitudinal surfaces of each piece the entire length. Dressed lumber shall be surfaced, planed or dressed by a planing machine on one side (S1S), two sides (S2S), one edge (S1E), two edges (S2E) or a combination of sides and edges (S1S1E, S1S2E, S2S1E or S4S).

2.04 WATER REPELLENT

- A. When called for by the plans or specifications, wood shall be pressure treated with a preservative-compatible water repellent so that treated wafers swell not more than 1% after five minutes of submersion when tested in accordance with AWWA's standard test method, E13-92.

2.05 FINAL MOISTURE CONTENT

- A. When the plans indicate that the timber shall be kiln dried after treatment (KDAT or KD19), it shall be dried to a moisture content of not more than 19%.

2.06 FIXATION OF CHEMICAL

- A. Treated material shall not be shipped from the treatment plant until fixation of the preservative has occurred in the wood.

2.07 POLYMER COATING

- A. When the plans indicate that the timber shall be polymer coated, the wood shall first be pressure treated and kiln dried as described above. The polymer coating shall be a high performance plural component polymer elastomer specifically formulated for the application on treated lumber. The coating system shall be based on amine-terminated polyether resins, amine chain, extenders and isocyanates. An acceptable coating is 21 POLY_{tm}, as supplied by Northstar Vinyl Products, LLC. The physical properties of the polymer coating after 48 hours shall be:

Color	Dark Green	
Nominal Thickness	35-50 mil	
Elongation @ 25 deg C	50%	ASTM D638
Tensile Strength	1500 psi	ASTM D638
Tear Resistance	300 lbs/in	ASTM D624
Pull Off w/ 106 Elcometer		
(Adhesion)	300 psi	ASTM D4541
Hardness-Shore D	40	ASTM D2240
Hardness-Shore A	80	ASTM D2240
Abrasion Resistance	150 mg/1000 rev, H-18 wheel	ASTM D4060

SECTION 02485

TREATED TIMBER STRUCTURES

Adequate Polymer Field Patch Kits shall be supplied by polymer manufacturer for making repairs to cut ends and drill holes in the field.

2.08 HARDWARE AND FASTENERS

- A. Hardware and fasteners shall be of the size and type specified on the plans. Lag screws, bolts and nails shall conform to ASTM A307. When the plans call for fasteners to be Hot Dip Galvanized (HDG), they shall be coated with a minimum of 2.0 oz./sq.ft. of zinc coating in accordance with ASTM A153. When the plans call for fasteners to be Stainless Steel (SS), they shall be 316 Stainless.

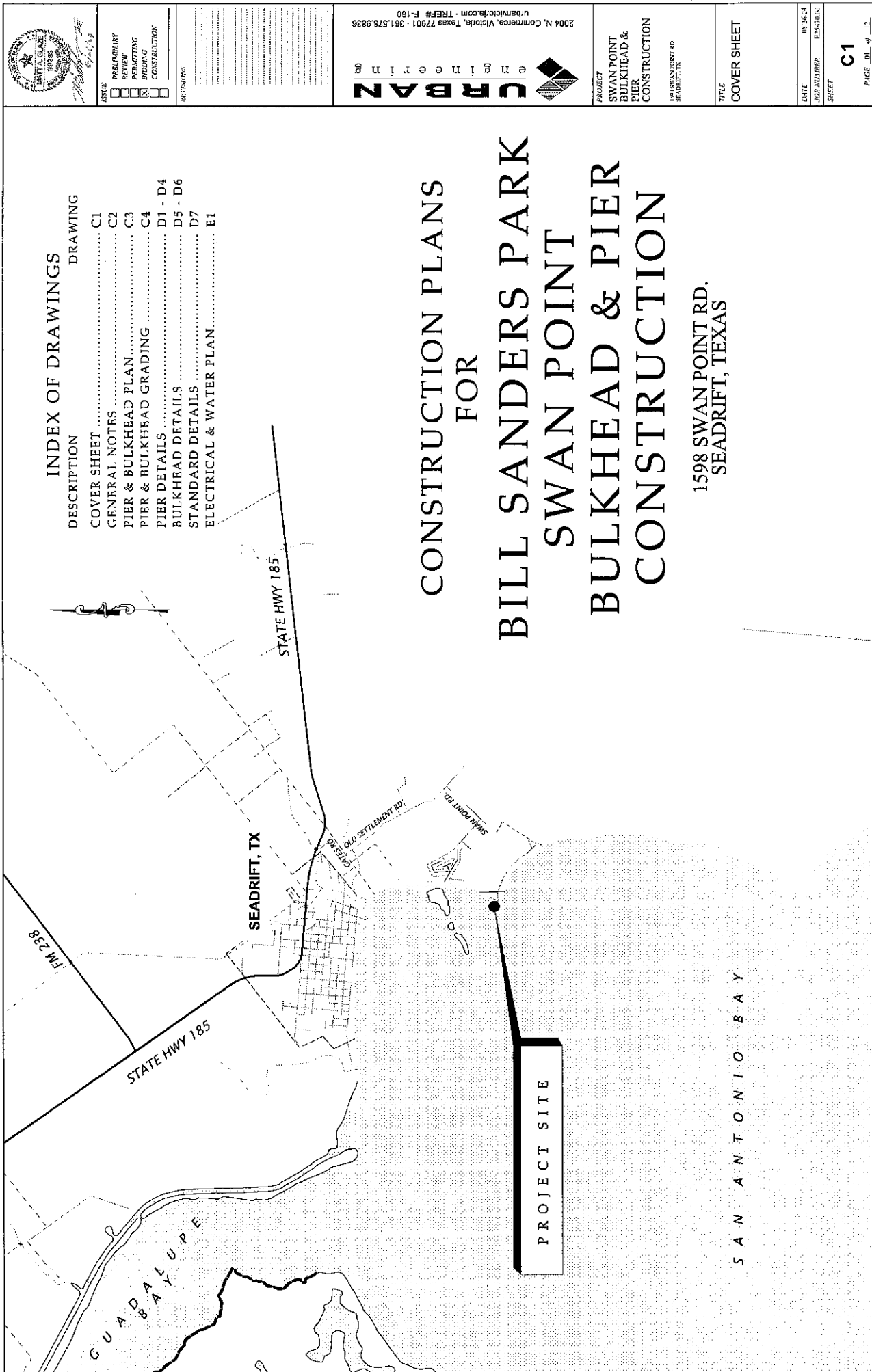
PART 3 EXECUTION

3.01 HANDLING

- A. Treated timber shall be handled in accordance with AWPA M4 Standard for the Care of Preservative Treated Wood Products. Wood shall be stored and handled in a manner which does not injure the timber. When timbers must be cut to length, notched or drilled, the cut ends shall be treated with two applications of a 2% Copper Naphthenate solution. When called for on the plans, cut-off pilings shall be sealed with a coal-tar roofing cement meeting ASTM D4022.

END OF SECTION

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INDEX OF DRAWINGS	
DESCRIPTION	DRAWING
COVER SHEET	C1
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PIER DETAILS	D1 - D4
BULKHEAD DETAILS	D5 - D6
STANDARD DETAILS	D7
ELECTRICAL & WATER PLAN	E1

CONSTRUCTION PLANS FOR BILL SANDERS PARK SWAN POINT BULKHEAD & PIER CONSTRUCTION

1598 SWAN POINT RD.
SEADRIFT, TEXAS



CRAN

Engineering

2004 N. Commerce, Victoria, Texas 77901 • 961.578.9836
urbanville@crane.com • TREF# F-160

PROJECT

SWAN POINT
BULKHEAD &
PIER
CONSTRUCTION

1598 SWAN POINT RD.
SEADRIFT, TX

TITLE

COVER SHEET

DATE

08/26/24

JOB NUMBER

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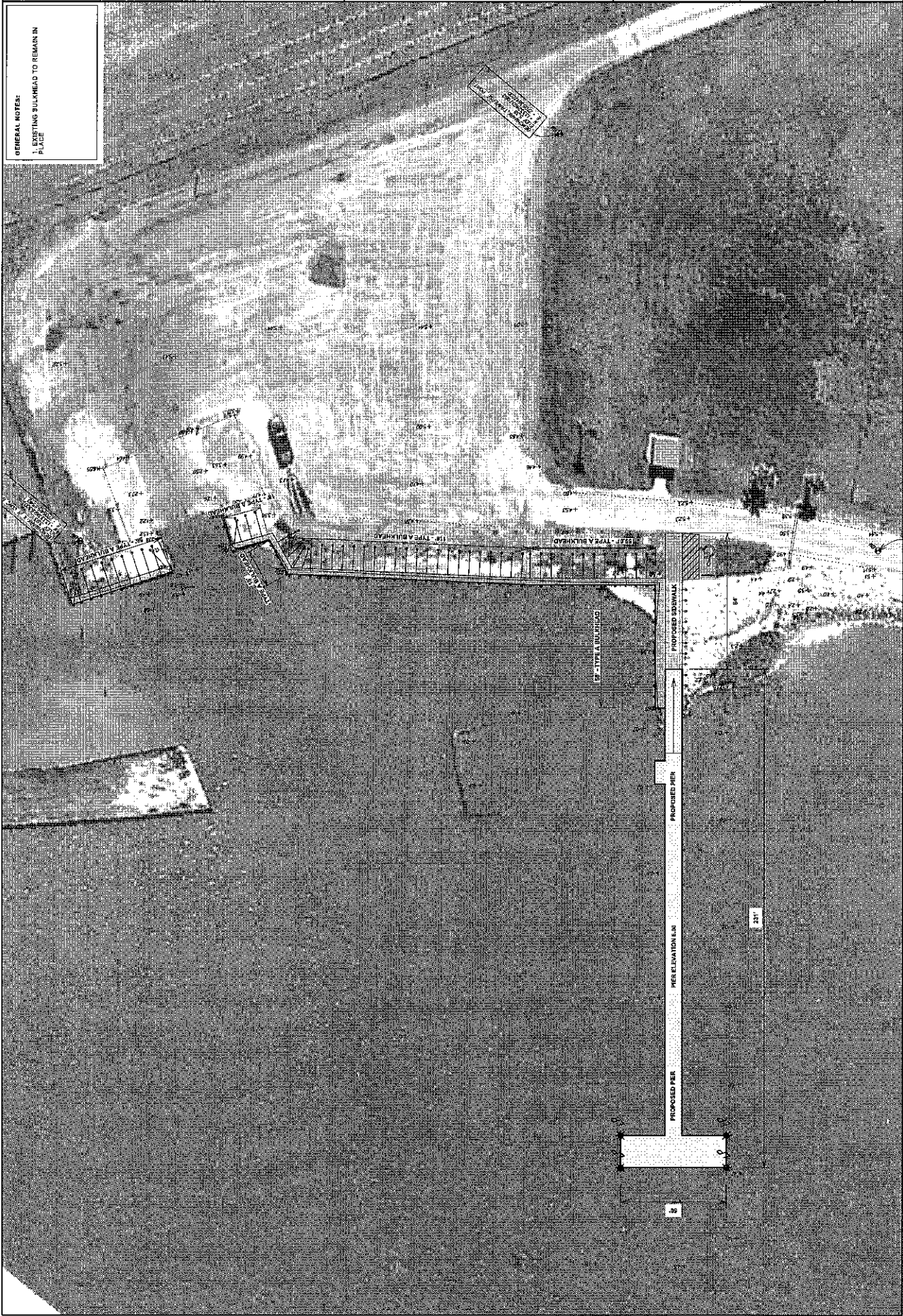
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GENERAL NOTES:
1. EXISTING BULKHEAD TO REMAIN IN PLACE



DATE: 08/26/24
JOB NUMBER: E33-70100
SHEET: C3

PRELIMINARY
REVIEW
PERMITTING
BIDDING
CONSTRUCTION

URBAN
ENGINEERING
2004 N. Commerce, Victoria, Texas 77901 • 361.678.9896
urbanvictoria.com • TREF# F-100

PROJECT
SWAN POINT
BULKHEAD &
PIER
CONSTRUCTION
1901 SWAN POINT RD.
SEACREST, TX

TITLE
PIER &
BULKHEAD PLAN

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☐	PRELIMINARY
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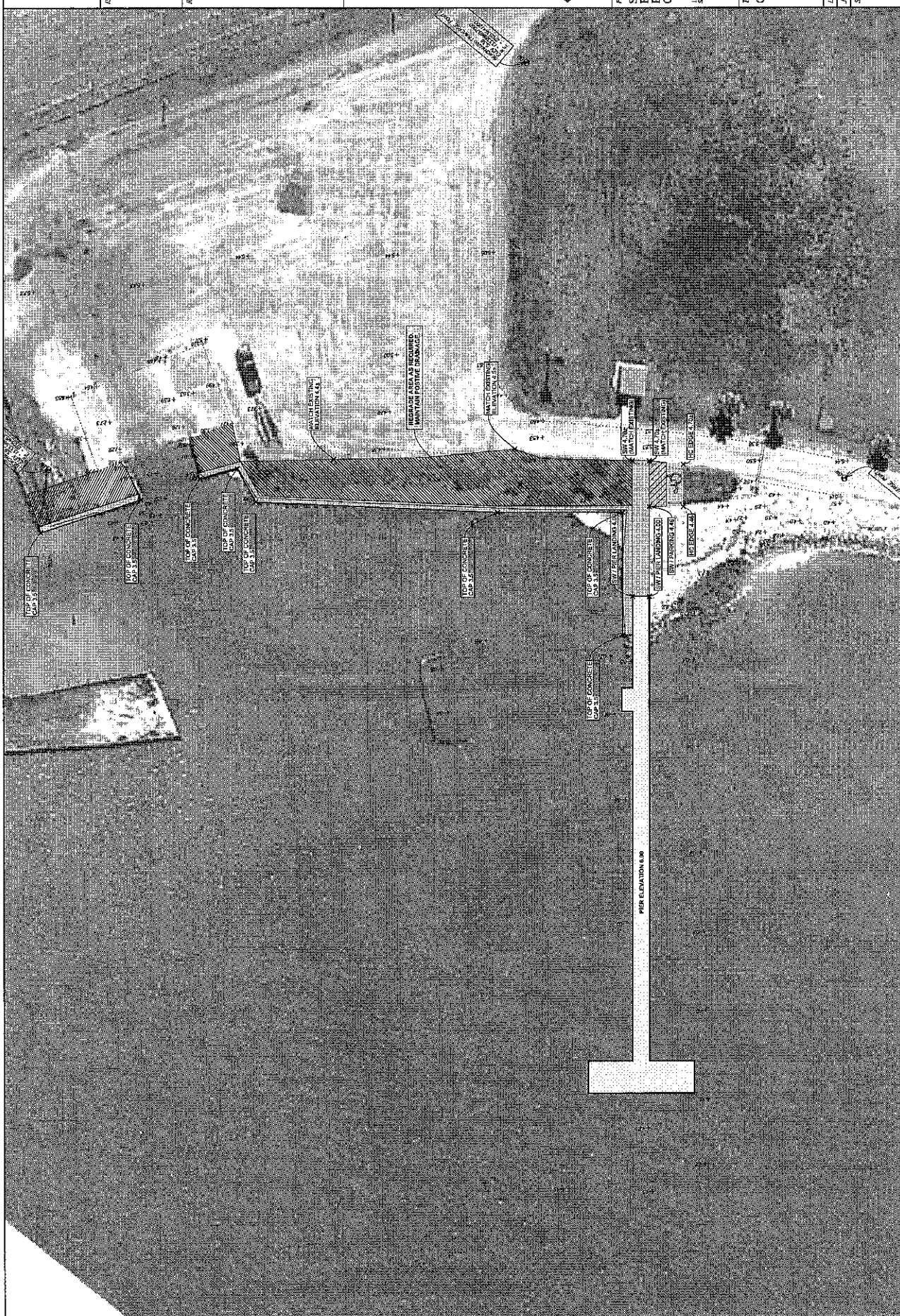
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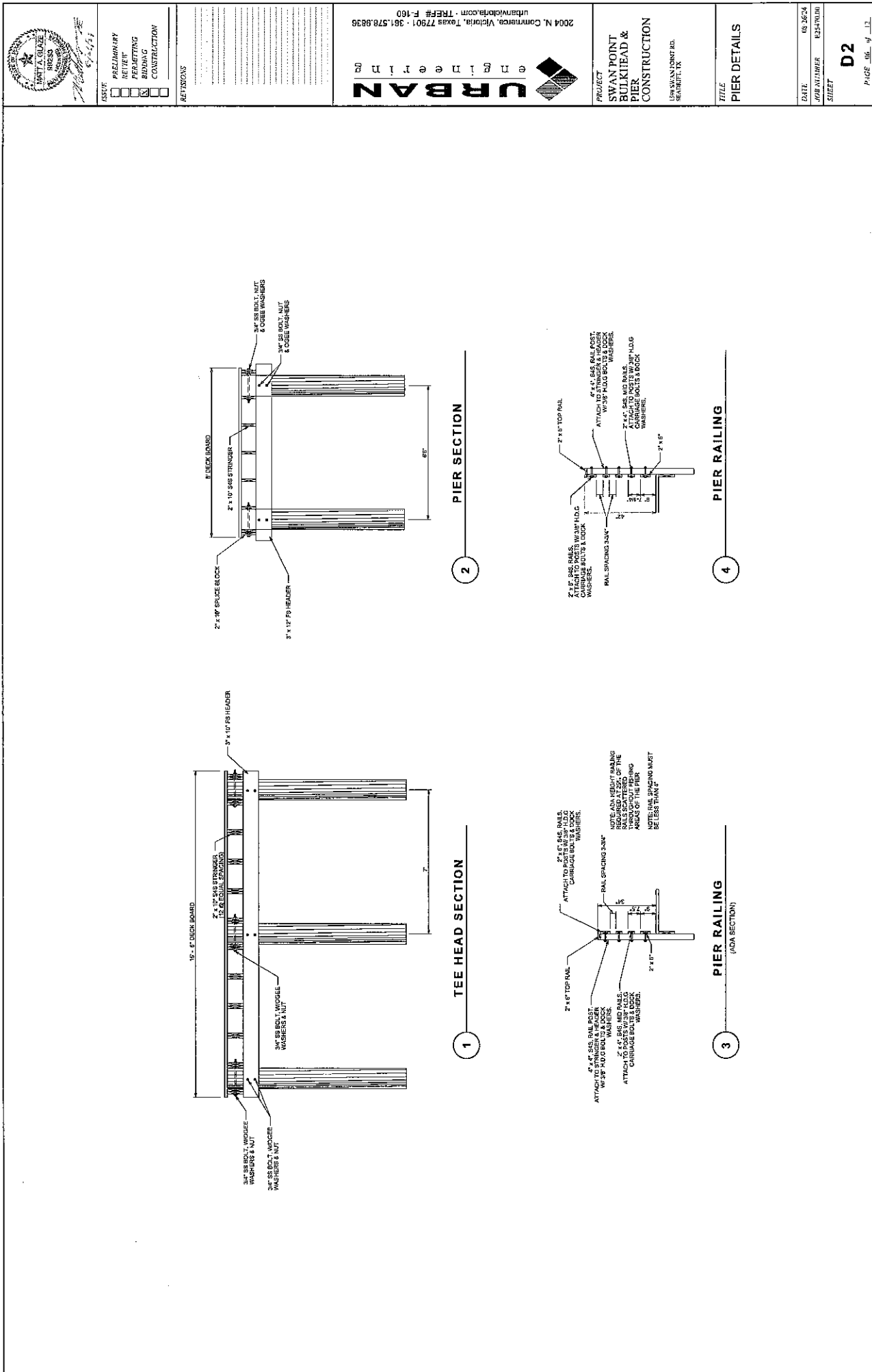
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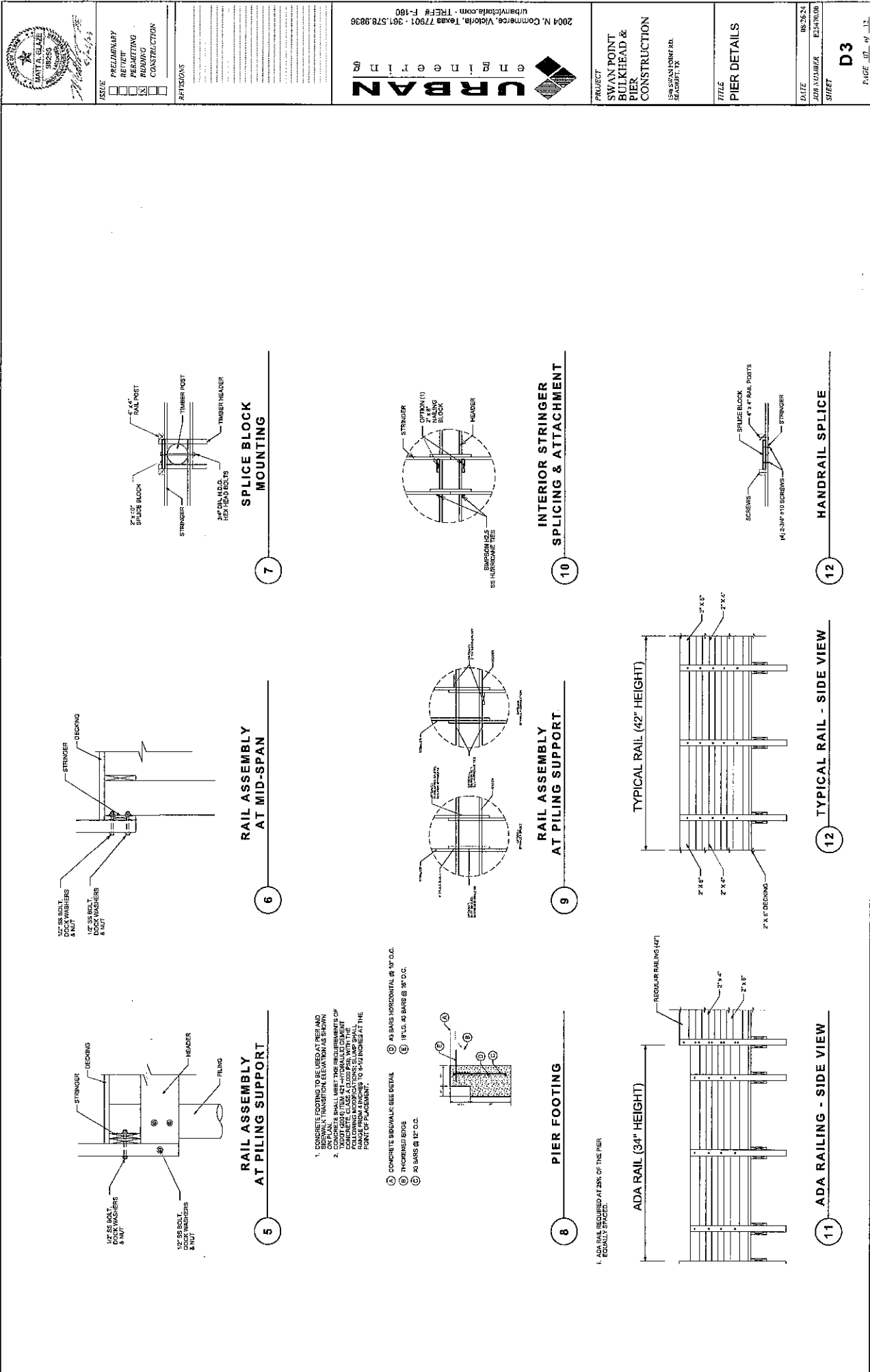
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C4 PAGE 04 of 12









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REVISIONS

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100. 11/15/23

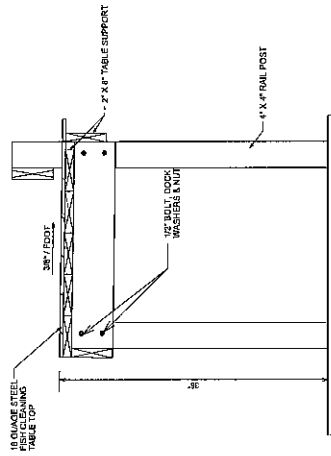
URBAN
ENGINEERING
2004 N. Commerce, Victoria, Texas 77901
URBANENGINEERING.COM T: 361.578.5836 F: 1-800-361-5785

PROJECT
SWAN POINT
BULKHEAD &
PIER
CONSTRUCTION
1500 SWAN POINT RD.
SEASIDE, TX

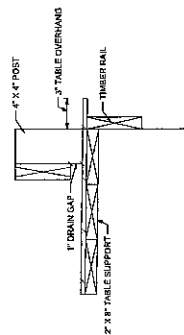
TITLE
FISH CLEANING
TABLE DETAILS

DATE
08/26/24
JOB NUMBER
E33-00100
SHEET

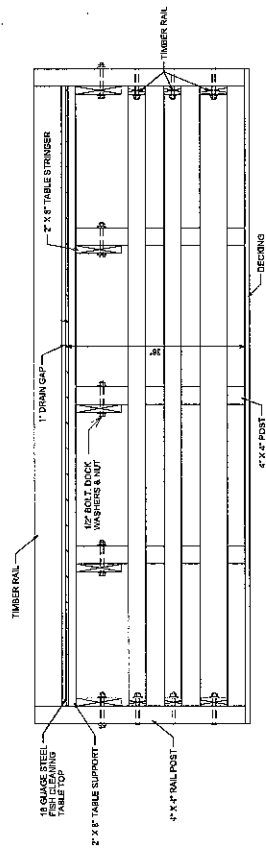
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PAGE 18 OF 12



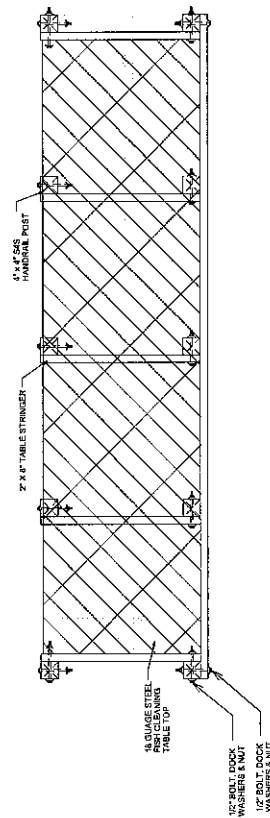
14. CLEANING TABLE PROFILE



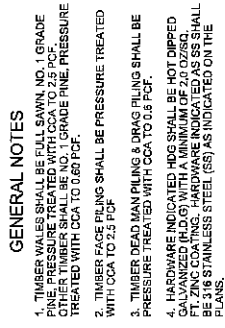
16. CLEANING TABLE DRAIN



13. INTERIOR STRINGER
SPlicing & ATTACHMENT



15. CLEANING TABLE PLAN



1. TIMBER WALES SHALL BE FULL SAWN, NO. 1 GRADE PINE, PRESSURE TREATED WITH CCA TO 2.5 PCF. OTHER TIMBER SHALL BE NO. 1 GRADE PINE, PRESSURE TREATED WITH CCA TO 0.60 PCF.

2. TIMBER FACE PILING SHALL BE PRESSURE TREATED WITH CCA TO 2.5 PCF
3. TIMBER DEAD MAN PILING & DRAG PILING SHALL BE PRESSURE TREATED WITH CCA TO 0.6 PCF.
4. HARDWARE INDICATED HDG SHALL BE HOT DIPPED GALVANIZED (H.D.G) WITH A MINIMUM OF 2.0 OZ/SQ. FT. ZINC COATING. HARDWARE INDICATED AS SS SHALL BE 316 STAINLESS STEEL (SS) AS INDICATED ON THE PLANS.

3. **TIMBER DEAD MAN PILING & DRAG PILING SHALL BE PRESSURE TREATED WITH CCA TO 0.6 PCF.**

4. HARDWARE INDICATED HDG SHALL BE HOT DIPPED GALVANIZED (H.D.G) WITH A MINIMUM OF 2.0 OZ/SQ. FT. ZINC COATING. HARDWARE INDICATED AS SS SHALL BE 316 STAINLESS STEEL (SS) AS INDICATED ON THE PLANS.

ISSUE:	☐	☐	☐	☒	☐	☐
	PRELIMINARY	REVIEW	PERMITTING	BIDDING	CONSTRUCTION	

5:40/57.13H

[illegible]

URBAN 
engineering

PROJECT
SWAN POINT
BULKHEAD &
PIER
CONSTRUCTION

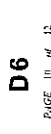
1598 SW AN POINT RD.
SEABRIT, TX

<i>TITLE</i>	BULKHEAD	SECTION
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3.000	3.000	3.000
4.000	4.000	4.000
5.000	5.000	5.000
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DATE	08/26/24
JOB NUMBER	E25470.00
SHEET	

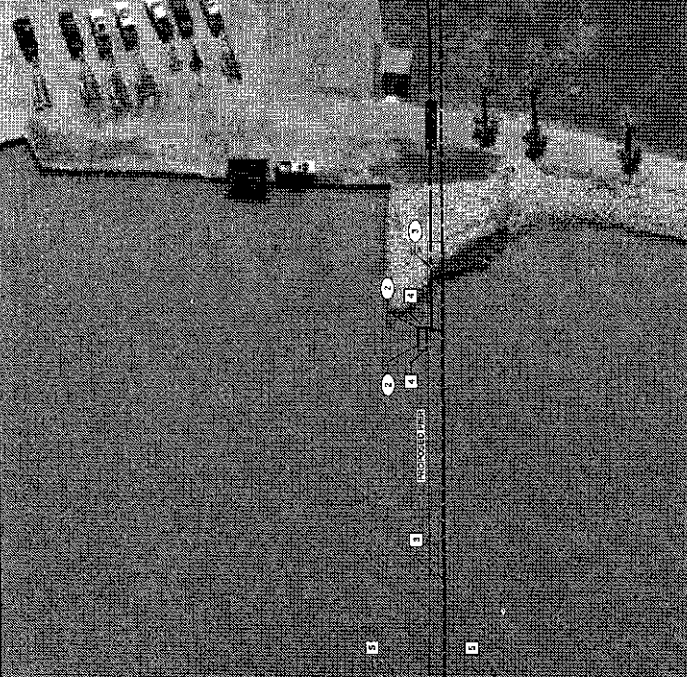
D5

PAGE 09 of 12



BULKHEAD 90° PILE ATTACHMENT

- GENERAL ELECTRICAL NOTES**
1. ELECTRICAL INSTALLATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE.
 2. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON ELECTRICAL CODE.
 3. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON ELECTRICAL CODE.
 4. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON ELECTRICAL CODE.
 5. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON ELECTRICAL CODE.



KEYED NOTES & LEGEND
ELECTRICAL UTILITY

KEY	SYMBOL	NOTE
1	[Symbol]	REMOVE EXISTING ELECTRICAL PANEL, INSTALL NEW ELECTRICAL PANEL AND ADD 100 AMP SERVICE.
2	[Symbol]	PVC CONDUIT TO METER/TRANSFORMER COVER, WITH 100 AMP SERVICE, 10' MIN. DEPTH, 10' MIN. SPACING, 10' MIN. SPACING, 10' MIN. SPACING.
3	[Symbol]	PVC CONDUIT TO METER/TRANSFORMER COVER, WITH 100 AMP SERVICE, 10' MIN. DEPTH, 10' MIN. SPACING, 10' MIN. SPACING, 10' MIN. SPACING.
4	[Symbol]	USE 100 AMP SERVICE, 10' MIN. DEPTH, 10' MIN. SPACING, 10' MIN. SPACING, 10' MIN. SPACING.
5	[Symbol]	USE 100 AMP SERVICE, 10' MIN. DEPTH, 10' MIN. SPACING, 10' MIN. SPACING, 10' MIN. SPACING.

KEYED NOTES & LEGEND
WATER UTILITY

KEY	SYMBOL	NOTE
1	[Symbol]	LOCATE AND CORRECT TO EXISTING WATER MAIN.
2	[Symbol]	WATER MAIN, 10" DIA. PVC, 10' MIN. DEPTH, 10' MIN. SPACING, 10' MIN. SPACING, 10' MIN. SPACING.
3	[Symbol]	WATER MAIN, 10" DIA. PVC, 10' MIN. DEPTH, 10' MIN. SPACING, 10' MIN. SPACING, 10' MIN. SPACING.
4	[Symbol]	WATER MAIN, 10" DIA. PVC, 10' MIN. DEPTH, 10' MIN. SPACING, 10' MIN. SPACING, 10' MIN. SPACING.

DATE: 08/16/24
JOB NUMBER: 23-470-00
SHEET: E1
PAGE: 13 of 13

PRELIMINARY
REVISION
PERMITTING
CONSTRUCTION

NOTES

1. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON ELECTRICAL CODE.

2. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON ELECTRICAL CODE.

3. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON ELECTRICAL CODE.

4. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON ELECTRICAL CODE.

5. ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON ELECTRICAL CODE.

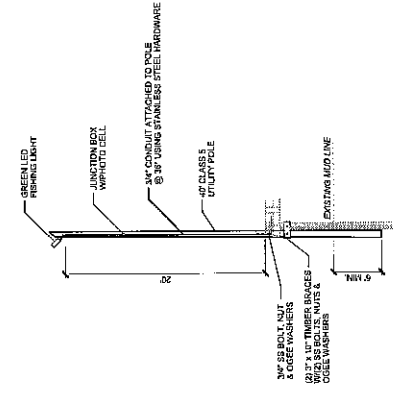
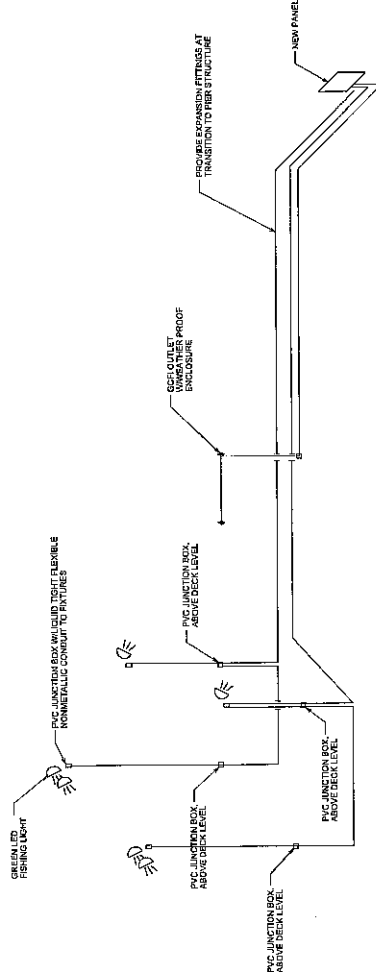
URBAN engineering

2004 N. Commerce, Victoria, Texas 77901 P-160
urbanvictoria.com • TRF# 381.578.9836

PROJECT
SWAN POINT
BULKHEAD &
PIER
CONSTRUCTION

SWAN POINT MARINA
SEASIDE, TEXAS

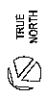
TITLE
ELECTRIC &
WATER PLAN



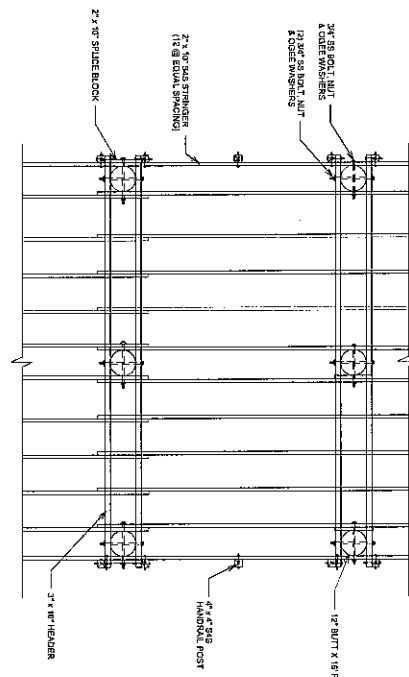
ELECTRIC & WATER PLAN

2 ELECTRICAL ONE LINE DIAGRAM

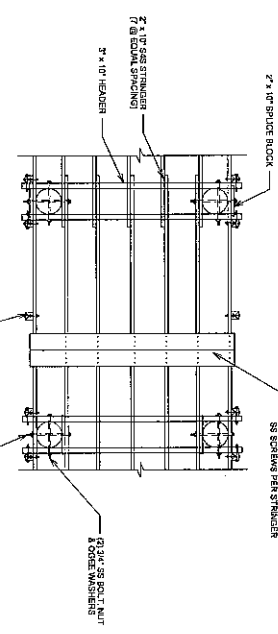
1 LIGHT POLE DETAIL



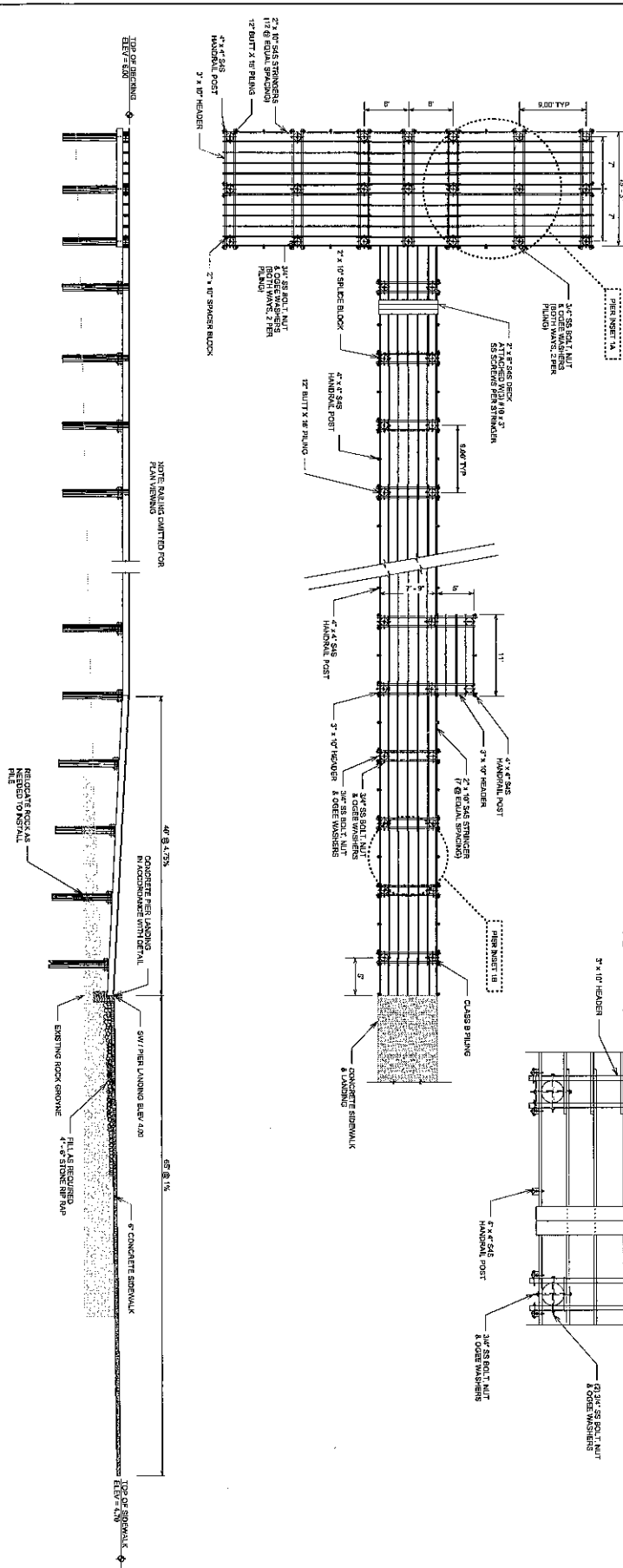
PIER INSET 1A



PIER INSET 1B



- GENERAL NOTES**
1. ALL HANDRAILS TO BE 216 STAINLESS STEEL.
 2. CUTTING STRINGERS SHALL BE ATTACHED TO THE PLATING USING 3/4" S.S. BOLTS WITH COKE WASHERS.
 3. 16 @ 8" SPACING SHALL BE ATTACHED IN ACCORDANCE WITH INTERIOR TO EXTERIOR.
 4. DRILLING SHALL BE ATTACHED TO EACH STRINGER USING D1 #10 X 1/2" TORX DRIVE SCREWS.
 5. HANDRAIL EDGE AND END CLEARANCE FOR BOLTS AND LAG SCREWS SHALL BE EQUAL TO 1 BOLT DIAMETERS.
 6. HEAVY DUTY DOCK WASHERS MAY BE USED IN LIEU OF COKE WASHERS.
 7. ALL THREAD ROD MAY BE USED IN LIEU OF BOLTS.
 8. BENDING SHALL BE ALLOWED AFTER TREATMENT TO 95% MOISTURE.
 9. ALL PLATING & HEADERS SHALL BE TREATED TO 25 LB/SQ FT OF COA.
 10. ALL OTHER MEMBERS SHALL BE TREATED TO 300 COA.



DATE 08-25-24

JOB NUMBER ELM-07-001

SHEET D1

PROJECT SWAN POINT BULKHEAD & PIER CONSTRUCTION

LOCATION SEABOARD, TX

URBAN

engineers

2004 N. Commerce, Victoria, Texas 77901 • 361.578.9838

urban@victoria.com • TREF# F-160

PIER DETAILS

DATE 08-25-24

JOB NUMBER ELM-07-001

SHEET D1

PROJECT SWAN POINT BULKHEAD & PIER CONSTRUCTION

LOCATION SEABOARD, TX

12

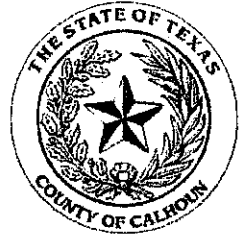
12. Consider and take necessary action to allow the County Clerk to sign the proposed quote from Kofile for the digital imaging and indexing of an estimated 67,000 pages of Volumes 1 -71 of Official Public Records. (RHM)

Pass



County Clerk

Anna M Goodman
County of Calhoun



August 21, 2024

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

RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for August 28, 2024.

- Consider and take necessary action to allow the County Clerk to sign the proposed quote from Kofile for the digital imaging and indexing of an estimated 67,000 pages of Volumes 1 – 71 of Official Public Records.

Sincerely,

A handwritten signature in cursive script that reads "Anna M. Goodman".

Anna M Goodman

211 South Ann Street, Suite 102, Port Lavaca, TX 77979 * Phone: 361-553-4416 * Email:
anna.goodman@calhouncotx.org

August 9, 2024

**Honorable Anna Goodman
Calhoun County Clerk**

Critical Records Management

Digitization of Deed Records

SUBMITTED BY:

Billy Gerwick
Account Executive
billy.gerwick@kofile.com
(832) 373-9124
Opportunity No. P319954

Kofile 

6300 Cedar Springs Road, Dallas, TX 75235

p: 214.442.6668 | f: 214.442.6669

info@kofile.com | www.Kofile.com

Dear Honorable Anna Goodman,

This proposal addresses Calhoun County Clerk's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include imaging of deed records. Note that prices for the inventory herein are good for 90 days from the date of this proposal.

ARCHIVAL DIGITIZATION

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Kofile's services are unique because materials are addressed according to their conditions and fold endurences without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.

IMAGING OVERVIEW

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible Image Indicator" or treated with further enhancements.

Images are captured at 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF. Images are optimized and scaled for system output.

IMAGE PROCESSING AND ENHANCEMENT

IMAGE PERFECT PRO is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images. IMAGE PERFECT PRO measures each image for cropping, rotating, deskewing, and tone correction.

Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGE PERFECT PRO allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors to quickly and efficiently correct problems. This software automatically detects and compensates for scanner variances delivering consistent, high-quality output.

IMAGE PERFECT PRO enables repair of the currently displayed image without rescanning, which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

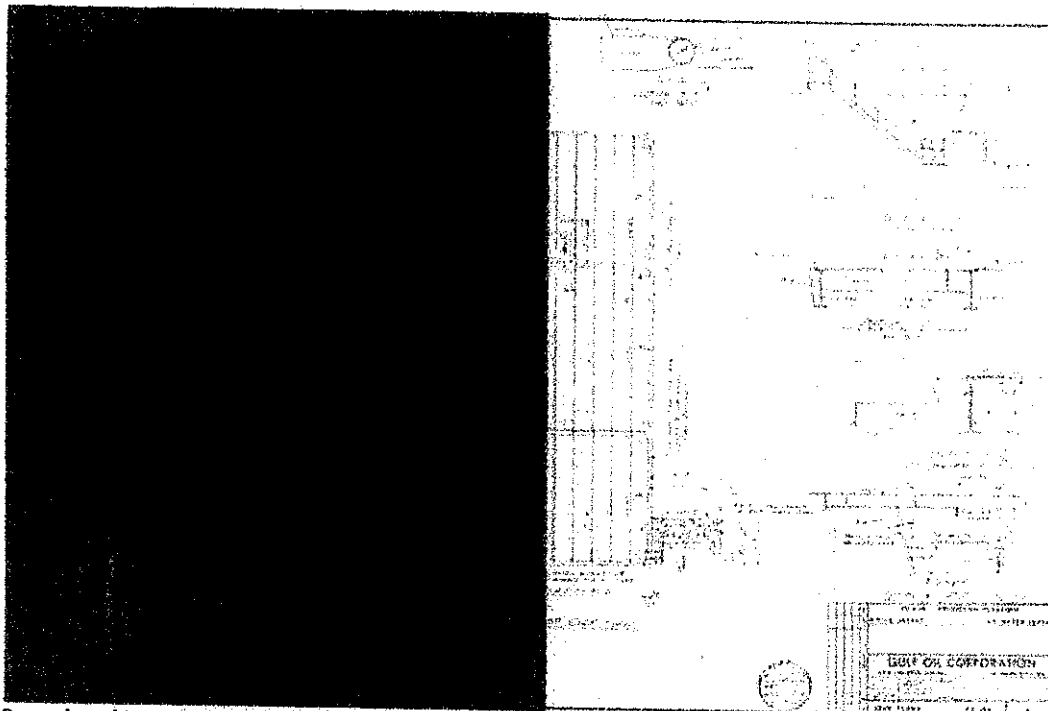
Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." This software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGE PERFECT PRO measures each image at a minimum for:

- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data

If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) advanced image cleanup and enhancements.

Quality Control (QC)

Our Quality Control (QC) process ensures that all images are certified. **Each image is sight checked during QC.** Kofile technicians ensure there are no missing pages, double feeds, or added attached pages. Then every processed image is inspected, and finally, a digital inventory check is conducted before delivery. Calhoun County Clerk can receive an image log noting the steps employed.

Advanced Equipment

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce "pull-throughs" on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)

- Capture images at 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.
- Maps will be captured at a minimum of 300 dpi. Full color, gray scale and black and white will be determined with each document type/book.
- Images accumulate as bi-tonal images in a Group IV TIFF format, PDF, or format to load to a record keeping system.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to ensure best quality image.
- Images are named (tagged for the directory file structure) by book, volume, and page. Case files are named by case number. Plats are named by cabinet and slide.
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- If applicable, images are optimized and scaled for system output.
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges. Amendments are stapled to the appropriate Certificate and indexed in place of the original Certificate.
- STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page.
- Calhoun County Clerk receives a MASTER in a medium suitable to the project size (e.g., SFTP, USB).
- Kofile can hold a security copy of all images for safekeeping.

PROJECT PRICING

This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Calhoun County Clerk				
Imaging Project Overview - Estimated Volumes and Pricing				
Record Series	Date Range	Volume Range	Number of Volumes	Estimated Total
Official Public Records	1980's	1 thru 71	71	\$48,880.80

PURCHASING VIA TXMAS

Please reference Contract No. **TXMAS-23-92001** directly on the P.O. Kofile can prepare a 'Shopping Cart' in TxSmartBuy so Calhoun County Clerk can complete this purchase.

Calhoun County Clerk is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
IMGP701	92030	Archival Imaging of Unbound Positive / Typescript	Page	\$0.73	66,960	\$48,880.80

This proposal shall be governed by the terms of use found at https://kofile.com/termsandconditions .	
Billing Terms: Pay 50% upon inventory pick-up with the balance due upon project completion.	
CUSTOMER ACCEPTANCE	KOFILE ACCEPTANCE
Signature of Authorized Official	 Signature of Authorized Official
Print Name of Authorized Official	Dick Surdykowski Jr. Print Name of Authorized Official
Title of Authorized Official	CRO Title of Authorized Official
Date	8/8/24 Date

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Calhoun County Clerk is

guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Calhoun County Clerk. This policy applies to any agreement, verbal or written, between Calhoun County Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Calhoun County Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Calhoun County Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick

Billy Gerwick

c: (832) 373-9124

e: billy.gerwick@kofile.com

lgs

13

13. Consider and take necessary action to award the contract to the most responsible and responsive bidder of Fun Abounds, Inc. and to negotiate profit and achieve a final contract price not to exceed to bid proposal of \$733,795.95 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 explained the process of choosing a bidder.

Court awarded contract to Fun Abounds, Inc.

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

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
TBPE Firm Registration No. F04188

July 31, 2024

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

RE: LETTER OF RECOMMENDATION

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

Dear Honorable Judge & County Commissioners,

Bids for construction of the above referenced project were received at the County Judge's office until 2:00 p.m., Tuesday, July 2, 2024, at which time Bids were publicly opened and read aloud.

The enclosed Bid Opening Table and Bid Itemized Table indicate there were a total of four (4) responsive bidders submitting bids and one (1) non-responsive bidder.

A detailed and thorough analysis of the responsive bids was performed by G&W Engineers, Inc. and KSBR, LLC on behalf of the County. We only analyzed documents as submitted. Special attention and analysis were given to review the bids based on the following parameters:

- Responsive and Responsible proposals
- Best Value (Cost Analysis of Amenities, Playground Size, Capacity)
- Accessibility and Inclusive Items
- Use of minority and women owned businesses (if certification included in submittal)
- Percentages of Contract to be used towards the actual playground equipment as compared to costs towards ancillary items

Therefore, after careful analysis, we recommend that the Construction Contract be awarded to Fun Abounds, Inc. This bidder proved to be the most responsible and responsive bid by offering over 65% of their costs towards the playground equipment. They also included the greatest number of requested amenity items. They plan to use minority/women owned firms. Overall, Fun Abounds represents the greatest value to the County.

If the County concurs with this recommendation, and upon your direction, we will prepare a Construction Contract package immediately and deliver it to Fun Abounds, Inc. We also recommend the County consider 2 CFR 200.324 (b) and authorize the Judge to negotiate to achieve a fair and

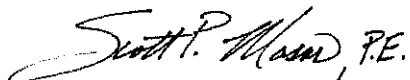
G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
TBPE Firm Registration No. F04188

reasonable profit when determining the final contract price. The contract price will not exceed the analyzed bid cost price of \$733,975.75

Please call me @ (361) 552-4509 if you have any questions.

Sincerely,



Scott P. Mason, P.E.
G & W Engineers, Inc.

Enclosures: Bid Opening & Bid Analysis and Bid Itemized Tables

cc: Katy Sellers, KSBR-LLC

file 5310.011e

ITEMIZED BID TABULATION

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

ITEM NO.	DESCRIPTION	UNIT	QTY.	Kraftsman, LP dba Kraftsman Commercial Playgrounds and Water Parks		Playground Solutions of Texas, Inc.		The Playwell Group		Park Place Recreation Designs		fun abounds, Inc. - Payton Palmer-Newton	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Insurance and Bonds	LS	1	\$44,092.99	\$44,092.99	\$10,500.00	\$10,500.00			\$18,400.00	\$18,400.00	\$7,306.00	\$7,306.00
2	Temporary Project Signage	LS	1	\$1,705.97	\$1,705.97	\$1,800.00	\$1,800.00			\$1,500.00	\$1,500.00	\$550.00	\$550.00
3	Demolition of Engineered Wood Fiber (EWf) (approx. 12" thick) and transfer to areas within park per plans and specifications	SF	7,575	\$1.98	\$14,998.50	\$0.92	\$6,969.00			\$0.88	\$6,666.00	\$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	\$11.50	\$87,112.50	\$6.67	\$50,526.25			\$6.60	\$49,995.00	\$5.75	\$43,596.25
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	\$0.21	\$1,590.75			\$0.14	\$1,060.50	\$0.55	\$4,166.25
6	Rubber surfacing 3.5" thick complete in place per plans and specifications	SF	7,575	\$26.66	\$201,873.75	\$22.46	\$170,134.50			\$21.00	\$159,075.00	\$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. Corrosion resistant package required and wind resistant package required.	LS	1	\$291,671.19	\$291,671.19	\$419,797.83	\$419,797.83			\$392,866.00	\$392,866.00	\$479,421.00	\$479,421.00
8	Two-Post Hip Shade Structure (15' X 22' X 10') corrosion 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	\$12,238.02	\$24,476.04			\$23,609.50	\$47,219.00	\$13,150.00	\$26,300.00
9	Single-Post SQ Shade Structure (16' corrosion 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	\$14,092.26	\$14,092.26			\$22,862.00	\$22,862.00	\$10,950.00	\$10,950.00
TOTAL BASE BID				\$699,860.69		\$699,865.63		Non-Responsive Bid		\$699,653.50		\$733,975.75	
CALANDER DAYS				No Days Written		100				150		150	

* Mathematical Error

Amenity Comparison FINAL

Bidder Name	Base Bid Item 7 (Playground Structures)												Base Bid Item 8 (Two-Post Hip Shade 15'x22'x10')				Base Bid Item 9 (Single-Post Sq Shade 16')				Items Addressed
	Capacity (440)	Ages (5 to 12)	Super Structure SF (4530)	Tot Events (75)	Ramp Access	Swing Set (2 or 3 Bay)	Monkey-Round	Beam Play	Electronic Game	Music Play	Corrosion Resistance	Wind Resistance	Warranty	Corrosion Resistance	Wind Resistance	Warranty	Corrosion Resistance	Wind Resistance	Warranty		
Kraftman, LP d/b/a Kraftman Commercial Playgrounds and Water Parks	Information is presented with bid	Y	?	?	?	3 Bay	Y	?	Y	2	?	?	?	?	?	?	?	?	?	?	5
Playground Solutions of Texas, Inc.	Information is presented with bid	656 *	Y	65'x52'	60 *	3 Bay w/ shade	Y *	Y	Y	Y	Y *	?	?	?	Y *	?	?	Y *	?	?	14
Park Place Recreation Designs, Inc.	Information is presented with bid	278	Y	?	69' (7)	8	3 Bay w/ shade	Y	Y	Y	Y	Y	?	Y	Y	?	Y	Y	?	?	13
Fun Abounds, Inc. - Payton Palmer-Newton	Information is presented with bid	431	Y	70'x70' *	80	20	Y	Y	Y	Y	Y	Y *	Y	Y	Y *	Y	Y	Y	Y	?	19
* Indicates Updated after Hearing conducted on August 21, 2024																					

G & W Engineers, Inc.
205 W. Live Oak
Port Lavaca, TX 77979

BID OPENING TABLE

Date: July 2, 2024
Time: 2:00 p.m.

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

Bidders	Bid Bond	Acknowledges Addendum No. 1	Acknowledges Addendum No. 2	Calendar Days	Total Base Bid
Kraftsman, LP dba Kraftsman Commercial Playgrounds and Water Parks	Yes	Yes	Yes	No Days Written	\$698,860.69
Playground Solutions of Texas, Inc.	Yes	Yes	Yes	100	Written Amt. \$699,935.13 Actual Amt. \$699,885.63
The Playwell Group					Non-Responsive Bid
Park Place Recreation Designs	Yes	Yes	Yes	150	\$699,653.50
fun abounds, Inc. - Payton Palmer-Newton	Yes	Yes	Yes	150	\$733,795.95

Date: July 2, 2024
Time: 2:00 p.m.
Job No. 531D.011e

Updated after
hearing 08/21/24

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\$1,702.96

\$217,304.75

29.6%

\$37,250.00

5.1%

34.7%

65.3%

14

14. Discuss and take necessary action to allow Vern Lyssy to sign for an aerobic septic system service contract for Precinct 2 with Silverback Septic Solutions. (VLL)

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

Vern Lyssy

Calhoun County Commissioner, Precinct #2

5812 FM 1090
Port Lavaca, TX 77979



(361) 552-9656
Fax (361) 553-6664

August 13, 2024

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

RE: AGENDA ITEM

Dear Judge Meyer:

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

- Discuss and take necessary action to allow Vern Lyssy to sign for an aerobic septic system service contract for Precinct 2 with Silverback Septic Solutions.

Sincerely,

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

Vern Lyssy

VL/lj

Silverback Septic Solutions
PO BOX 751
El Campo, TX 77437



Phone: (979) 275-1515

Date Printed: 8/13/2024

www.silverbackseptic.com info@silverbackseptic.com

Customer ID: 1069

To: Calhoun County PCT 2
5812 FM 1090
Pt. Lavaca, TX 77979

Area: 6

Site: 5812 FM 1090, Pt. Lavaca, TX 77979

County: Calhoun

Main Phone
(361) 552-9656

Last Emailed: 9/26/2019

Email: Lesa.Jurek@calhouncotx.org

Permit #: 2007-80

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

Contract with: Silverback Septic Solutions
Treatment Type: / Disposal:
MFG: / Brand: Nayaadic / SH:
Disinfectant:

Contract Period

10/21/2024

through

10/21/2025

Dear Customer,

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

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

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

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

Best,
Rodney Blocker

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

Owner signature

Date

8/28/24
ENTERED

Date

AUG 13 2024

Silverback Septic Solutions

PLEASE UPDATE

Primary phone/cell

Email

Gate code _____ Pets/animals _____ if yes, special instructions? _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 8 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Silverback Septic
El Campo, TX United States

Certificate Number:
2024-1200065

Date Filed:
08/13/2024

Date Acknowledged:

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
10/21/24
Maintenance Contract for septic system

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 Rodney Blocker, and my date of birth is [REDACTED].

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

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

Executed in Wharton County, State of TX, on the 13th day of August, 2024.
(month) (year)

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

15

15. Consider and take necessary to deposit the refund check in the amount of \$2,232.17 for parts from Kyrish Truck Centers of Victoria to Road & Bridge, Pct. 2 account 1000-550-53510, Road & Bridge Supplies. (VLL)

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

Vern Lyssy

Calhoun County Commissioner, Precinct #2

5812 FM 1090
Port Lavaca, TX 77979



(361) 552-9656
Fax (361) 553-6664

August 21, 2024

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

RE: AGENDA ITEM

Dear Judge Meyer:

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

- Consider and take necessary to deposit refund check for parts from Kyrish Truck Centers of Victoria to Road & Bridge, Pct. 2 account 1000-550-53510, Road & Bridge Supplies.

Sincerely,

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

Vern Lyssy
Commissioner, Pct. 2

VL/lj

CHECK# 000009374

REFUND AR CREDIT

ISSUED BY: MARY ALVARADO

Kyrish Truck Centers Of Victoria

INVOICE #

DATE

NET

INVOICE #

DATE

NET

X501070751:01

2,232.17

Returned Parts

Please Deposit 1000-550-53210

Total 2,232.17

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

WATERMARK ON BACK. HOLD AT ANGLE TO VIEW WHEN CHECKING ENDORSEMENT.

Kyrish Truck Centers
Distributors

KYRISH TRUCK CENTERS OF VICTORIA

PHONE (361) 575-1481

2605 PORT LAVACA DR

VICTORIA, TX 77961

FROST NATIONAL BANK

HOUSTON, TX 77029

000009374

9374

DATE
14Aug24

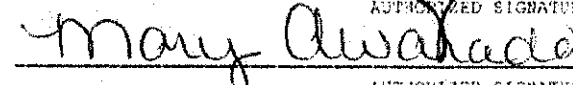
PAY THIS AMOUNT			
*****2232	DOLLARS	17	CENTS

AMOUNT OF CHECK
*****2,232.17

TWO SIGNATURES REQUIRED

VOID AFTER 90 DAYS

102555


AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TO CALHOUN COUNTY PREC #2
THE 5012 FM 1090 NORTH
ORDER PORT LAVACA, TX 77979
OF

TO REORDER 8500033 CALL 1-800-237-3372

WZ543018-37-20



Kyrish Truck Centers Of Victoria
2605 PORT LAVACA DR
VICTORIA, TX 77901
P:(361) 575-1481
F:

CREDIT PARTS INVOICE: X501070751:01

ORIGINAL PARTS INVOICE: X501068845:01

FLEET #

Kyrish Truck Centers
Driving Business

BILL TO
CALHOUN COUNTY PREC #2 - 102555
5812 FM 1090 NORTH
PORT LAVACA, TX 77979
P: (512) 552-9656

DELIVER TO
CALHOUN COUNTY PREC #2 - 102555
5812 FM 1090 NORTH
PORT LAVACA TX 77979
P: (512) 552-9656

FOB: 9J184915

WAYBILL:

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	UNIT ID	VIN	TERMS	CUSTOMER REFERENCE
4/3/2024	WILL CALL	4/3/2024	COOK.J			AR	7400 SFA

QTY SHP	QTY B/O	ITEM	DESCRIPTION	BIN	UNIT PRICE	EXTD PRICE
-1		501N/5010874R93	COOLER,KIT, REMAN EGR COOLER I	BW5	1,794.67	-1,794.67
-1		501N/5010874R93-CORE	COOLER,KIT, REMAN EGR COOLER I	DIRTY	437.50	-437.50
		JUSTIN 361-746-0450				

NO RETURNS OR REFUNDS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

All exchanges or refunds claims MUST be accompanied by this invoice within 15 Days unopened in original containers.

ALL RETURNS SUBJECT TO FIFTEEN PERCENT (15%) RESTOCKING CHARGE.

ALL RETURNS MUST BE SHIPPED PREPAID.

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

WE ARE NOT RESPONSIBLE FOR ANY LABOR ON PARTS NOT INSTALLED BY OUR SHOP.

ESTIMATES only valid for 30 days.

SUB-TOTAL	\$(2,232.17)
PREPAY	
TAX	\$ 0.00
SHIPPING	\$ 0
TOTAL	\$(2,232.17)

SIGNATURE X

PRINT NAME:

REMIT TO: Kyrish Truck Centers Of Victoria * Kyrish Truck Centers Of Houston * 8900 NORTH LOOP EAST HOUSTON, TX 77029

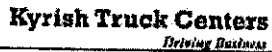


Proudly serving Texas for over 45 years.

Page 1 of 1

* Austin * Bryan College Station * Houston * Pharr * San Antonio * Temple * Victoria

4/3/2024
2:47:18PM



REMIT TO:
Kyrish Truck Centers Of Victoria
8900 North Loop East
Houston, TX 77029
713-674-3444

Statement - 7/31/24

ACCT NO.
102555

ACCT NO.
102555

1-30	OVER 30	OVER 60	OVER 90	FINANCE CHARGE
0	0.00	-2,232.17	0.00	0
CURRENT AMOUNT		PAST DUE AMOUNT		AMOUNT DUE
0		(2,232.17)		\$(2,232.17)

17

17. 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 28, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: BUILDING MAINTENANCE

DEPARTMENT NO: 170

AMENDMENT NO: 6774 REQUESTOR: BUILDING MAINTENANCE

AMENDMENT REASON: REPLACE CONDENSING UNIT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
66602	UTILITIES-AG BLDG/FAIRGROUNDS	999	NO GRANT	\$0	\$0	\$0	\$4,123	\$4,123
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$4,123	\$0	(\$4,123)
AMENDMENT NO 6774 TOTAL				\$0	\$0	\$4,123	\$4,123	\$0

BUILDING MAINTENANCE TOTAL

\$0 \$4,123 \$4,123 \$0

DEPARTMENT NAME: COUNTY AUDITOR

DEPARTMENT NO: 190

AMENDMENT NO: 6775 REQUESTOR: COUNTY AUDITOR

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)
50025	ASSISTANT COUNTY AUDITOR (COM	999	NO GRANT	\$0	\$0	\$0	\$3,233	\$3,233
50495	FIRST ASSISTANT COUNTY AUDITO	999	NO GRANT	\$0	\$0	\$0	\$1,078	\$1,078
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$1,359	\$0	(\$1,359)
51740	VACATION PAY ON TERMINATION	999	NO GRANT	\$0	\$0	\$2,952	\$0	(\$2,952)
AMENDMENT NO 6775 TOTAL				\$0	\$0	\$4,311	\$4,311	\$0

COUNTY AUDITOR TOTAL

\$0 \$4,311 \$4,311 \$0

DEPARTMENT NAME: COUNTY TREASURER

DEPARTMENT NO: 210

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COUNTY TREASURER

DEPARTMENT NO: 210

AMENDMENT NO: 6783 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
50325	DEPUTY COUNTY TREASURER	999	NO GRANT	\$0	\$0	\$0	\$479	\$479
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$479	\$0	(\$479)
AMENDMENT NO 6783 TOTAL				\$0	\$0	\$479	\$479	\$0

COUNTY TREASURER TOTAL \$0 \$0 \$479 \$479 \$0

DEPARTMENT NAME: ELECTIONS

DEPARTMENT NO: 270

AMENDMENT NO: 6783 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN

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	\$2,000	\$0	(\$2,000)
51545	PART-TIME EMPLOYEES	999	NO GRANT	\$0	\$0	\$0	\$2,000	\$2,000
AMENDMENT NO 6783 TOTAL				\$0	\$0	\$2,000	\$2,000	\$0

ELECTIONS TOTAL \$0 \$0 \$2,000 \$2,000 \$0

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES

DEPARTMENT NO: 345

AMENDMENT NO: 6783 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN

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 28, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES

DEPARTMENT NO: 345

AMENDMENT NO: 6783 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
50815	PARAMEDIC	999	NO GRANT	\$0	\$0	\$0	\$16,000	\$16,000	
53610	BUILDING SUPPLIES/PARTS	999	NO GRANT	\$0	\$0	\$1,000	\$0		(\$1,000)
53980	SUPPLIES/OPERATING EXPENSES	999	NO GRANT	\$0	\$0	\$15,000	\$0		(\$15,000)
AMENDMENT NO 6783 TOTAL				\$0	\$0	\$16,000	\$16,000	\$0	\$0

EMERGENCY MEDICAL SERVICES TOTAL

\$0

\$0

\$16,000

\$16,000

\$0

DEPARTMENT NAME: LIBRARY

DEPARTMENT NO: 140

AMENDMENT NO: 6773 REQUESTOR: LIBRARY

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
51545	PART-TIME EMPLOYEES	999	NO GRANT	\$0	\$0	\$0	\$23		\$23
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$23	\$0		(\$23)
AMENDMENT NO 6773 TOTAL				\$0	\$0	\$23	\$23	\$0	\$0

AMENDMENT NO: 6778 REQUESTOR: LIBRARY

AMENDMENT REASON: REPLENISH FUNDS IN OFFICE SUPPLIES

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
53020	OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$1,300	\$0		(\$1,300)
54030	PUBLICATIONS	999	NO GRANT	\$0	\$0	\$0	\$1,300		\$1,300
66618	UTILITIES-POINT COMFORT LIBRAR	999	NO GRANT	\$0	\$0	\$0	\$900		\$900

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: LIBRARY DEPARTMENT NO: 140

AMENDMENT NO: 6778 REQUESTOR: LIBRARY

AMENDMENT REASON: REPLENISH FUNDS IN OFFICE SUPPLIES

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
71146	E-MATERIALS-LIBRARY	999	NO GRANT	\$0	\$0	\$900	\$0	(\$900)
AMENDMENT NO 6778 TOTAL				\$0	\$0	\$2,200	\$2,200	\$0

AMENDMENT NO: 6783 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN

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	\$5,000	\$0	(\$5,000)
51545	PART-TIME EMPLOYEES	999	NO GRANT	\$0	\$0	\$0	\$5,000	\$5,000
AMENDMENT NO 6783 TOTAL				\$0	\$0	\$5,000	\$5,000	\$0

LIBRARY TOTAL \$0 \$0 \$7,223 \$7,223 \$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1 DEPARTMENT NO: 540

AMENDMENT NO: 6779 REQUESTOR: COMMISSIONER PRECINCT #1

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	\$2,100	\$2,100
53595	TOOLS	999	NO GRANT	\$0	\$0	\$100	\$0	(\$100)
53630	INSECTICIDES/PESTICIDES	999	NO GRANT	\$0	\$0	\$2,000	\$0	(\$2,000)
AMENDMENT NO 6779 TOTAL				\$0	\$0	\$2,100	\$2,100	\$0

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1					DEPARTMENT NO: 540				
ROAD AND BRIDGE-PRECINCT #1 TOTAL					\$0	\$0	\$2,100	\$2,100	\$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2					DEPARTMENT NO: 550				

AMENDMENT NO: 6780	REQUESTOR: COMMISSIONER PRECINCT #2								

AMENDMENT REASON: LINE ITEM ADJUSTMENT									

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
51540	TEMPORARY	999	NO GRANT	\$0	\$0	\$41,300	\$0	(\$41,300)	
51545	PART-TIME EMPLOYEES	999	NO GRANT	\$0	\$0	\$3,300	\$0	(\$3,300)	
51613	OVERTIME BASE PAY	999	NO GRANT	\$0	\$0	\$7,200	\$0	(\$7,200)	
51616	OVERTIME PREMIUM PAY	999	NO GRANT	\$0	\$0	\$3,700	\$0	(\$3,700)	
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$500	\$0	(\$500)	
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$56,000	\$56,000	\$0
AMENDMENT NO 6780 TOTAL				\$0	\$0	\$56,000	\$56,000	\$0	\$0

AMENDMENT NO: 6783	REQUESTOR: COUNTY AUDITOR/OVERDRAWN								

AMENDMENT REASON: OVERDRAWN									

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
53210	MACHINERY PARTS/SUPPLIES	999	NO GRANT	\$0	\$0	\$522	\$0	(\$522)	
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$522	\$522	\$0
AMENDMENT NO 6783 TOTAL				\$0	\$0	\$522	\$522	\$0	\$0

ROAD AND BRIDGE-PRECINCT #2 TOTAL					\$0	\$0	\$56,522	\$56,522	\$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #3					DEPARTMENT NO: 560				

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, August 28, 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: 6781 REQUESTOR: COMMISSIONER PRECINCT #3

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)
51540	TEMPORARY	999	NO GRANT	\$0	\$0	\$14,000	\$0	(\$14,000)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$16,500	\$16,500
53595	TOOLS	999	NO GRANT	\$0	\$0	\$500	\$0	(\$500)
53992	SUPPLIES-MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$2,000	\$0	(\$2,000)
AMENDMENT NO 6781 TOTAL				\$0	\$0	\$16,500	\$16,500	\$0

ROAD AND BRIDGE-PRECINCT #3 TOTAL

\$0

\$16,500

\$16,500

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #4

DEPARTMENT NO: 570

AMENDMENT NO: 6782 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	\$675	\$675
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$675	\$0	(\$675)
AMENDMENT NO 6782 TOTAL				\$0	\$0	\$675	\$675	\$0

ROAD AND BRIDGE-PRECINCT #4 TOTAL

\$0

\$0

\$675

GENERAL FUND TOTAL

\$0

\$109,933

\$109,933

Grand Total

\$0

\$109,933

\$109,933

16

16. Accept Reports from the following County Offices:

- i. County Treasurer – February, March and April 2024 (Revised)
- ii. County Treasurer – Statement of Balances – 1st Quarter 2024 (Revised)
- iii. County Treasurer – Investment Report – 1st Quarter 2024 (Revised)

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

CALHOUN COUNTY, TEXAS				REVISED
COUNTY TREASURER'S REPORT				
		MONTH OF:		APRIL 2024
FUND	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	ENDING FUND BALANCE
OPERATING FUNDS:				
GENERAL	\$ 44,676,514.95	\$ 2,784,627.85	\$ 3,822,626.20	\$ 43,638,516.60
AIRPORT MAINTENANCE	43,658.88	8.24	3,834.55	39,832.57
APPELLATE JUDICIAL SYSTEM	414.62	174.98		589.60
COURT FACILITY FEE FUND	14,484.87	702.33		15,187.20
COASTAL PROTECTION FUND	3,647,131.30	688.06		3,647,819.36
COUNTY AND DIST COURT TECH FUND	9,992.16	44.13		10,036.29
COUNTY CHILD ABUSE PREVENTION FUND	959.71	1.63		961.34
COUNTY CHILD WELFARE BOARD FUND	2,049.60	20.39		2,069.99
COUNTY JURY FUND	4,222.69	181.78		4,404.47
COURTHOUSE SECURITY	264,177.50	1,479.78	3,745.00	261,912.28
COURT INITIATED GUARDIANSHIP FUND	18,706.37	273.53		18,979.90
DIST CLK RECORD PRESERVATION FUND	42,810.41	18.08		42,828.49
COURT REPORTERS SERVICE FUND	1,416.58	20.30		1,436.88
CO CLK RECORDS ARCHIVE FUND	354,238.91	3,226.83		357,465.74
COUNTY SPECIALTY COURT FUND	13,360.65	228.96		13,589.61
COUNTY DISPUTE RESOLUTION FUND	14,380.10	732.41		15,112.51
DONATIONS	154,696.46	487.62	40.63	155,143.45
DRUG/DWI COURT PROGRAM FUND-LOCAL	27,223.66	6.21		27,229.87
JUVENILE CASE MANAGER FUND	6,352.42	216.02	467.21	6,101.23
FAMILY PROTECTION FUND	14,680.22	2.77		14,682.99
JUVENILE DELINQUENCY PREVENTION FUND	9,394.64	1.77		9,396.41
GRANTS	1,002,526.67	98,394.08	8,844.36	1,092,076.39
JUSTICE COURT TECHNOLOGY	94,048.65	577.04	725.96	93,899.73
JUSTICE COURT BUILDING SECURITY FUND	4,831.83	34.95	275.00	4,591.78
LATERAL ROAD PRECINCT #1	3,740.03	0.71		3,740.74
LATERAL ROAD PRECINCT #2	3,740.03	0.71		3,740.74
LATERAL ROAD PRECINCT #3	3,740.03	0.71		3,740.74
LATERAL ROAD PRECINCT #4	3,740.03	0.71		3,740.74
LANGUAGE ACCESS FUND	4,282.60	228.75		4,511.35
JUROR DONATIONS - HUMANE SOCIETY	3,497.64	160.66		3,658.30
JUROR DONATIONS VETERANS SERVICES	1,544.33	40.29		1,584.62
JUSTICE COURT SUPPORT FUND	17,582.22	1,028.32		18,610.54
PRETRIAL SERVICES FUND	89,752.30	116.93		89,869.23
LOCAL TRUANCY PREVENTION/DIVERSION FUND	31,476.70	534.95		32,011.65
LAW LIBRARY	206,533.83	1,263.26		207,797.09
LAW ENF OFFICERS STD. EDUC. (LEOSE)	30,322.23	5.72		30,327.95
POC COMMUNITY CENTER	43,699.00	1,658.24	3,372.60	41,984.64
RECORDS MANAGEMENT-DISTRICT CLERK	204.56	10.47		215.03
RECORDS MANAGEMENT-COUNTY CLERK	254,144.38	3,297.95	12,108.00	245,334.33
RECORDS MGMT & PRESERVATION	70,936.20	1,204.67		72,140.87
ROAD & BRIDGE GENERAL	1,443,448.63	73,402.45		1,516,851.08
OPIOD REMEDIATION FUND	40,503.06	7,820.22		48,323.28
6MILE PIER/BOAT RAMP INSUR/MAINT	15,744.42	2.97	8,500.00	7,247.39
CAPITAL PROJ - BOGGY BAYOU NATURE PARK	393,883.07		6,000.00	387,883.07
CAPITAL PROJ - AMERICAN RESCUE PLAN ACT 2021	690,202.93		130,821.79	559,381.14
CAPITAL PROJ - KING FISHER BEACH PARK	48,615.00			48,615.00
CAPITAL PROJ MAG INDIANOLA BEACH PAVILIONS	167,166.67			167,166.67
CAPITAL PROJ - CDBG DR INFRASTRUCTURE	783,465.06		36,634.05	746,831.01
CAPITAL PROJ -CDBG-MIT INFRASTRUCTURE	499,999.77		74,736.46	425,263.31
CAPITAL PROJ CHOCOLATE BAYOU BOAT RAMP	169,595.01			169,595.01
CAPITAL PROJ - ELECTION MACHINES	0.00			(0.00)
CAPITAL PROJ -LOCAL ASSISTANCE/TRIBAL CONSISTENCY	161,184.74			161,184.74
CAPITAL PROJ - JAIL ROOF	500,000.00			500,000.00
CAPITOL PROJ - OLIVIA HATERIUS PARK IMPROVMENTS	112,392.00			112,392.00
CAPITAL PROJ -RB INFRASTRUCTURE	224,245.44			224,245.44
CAPITAL PROJ ENERGY TRZ #1	149,841.30			149,841.30
CAPITAL PROJ - BRIGHTIN ROAD BRIDGE	938,500.00			938,500.00
CAPITAL PROJ AIRPORT RUNWAY IMPROVEMENTS	77,461.35			77,461.35
CAPITAL PROJ MAGNOLIA BEACH EROSION CONT	70,000.00			70,000.00
CAPT PROJ MAG BEACH RESTORATION/ CRAB BRDG	-18,787.00	33,285.00	14,498.00	
CAPITAL PROJ - EMS TRAINING BUILDING	237,543.01		8,300.00	229,243.01
CAPITAL PROJ EVENT CENTER	79,927.09			79,927.09
CAPITAL PROJ FIRE TRUCKS & SAFETY EQUIP	6,448.68			6,448.68
CAPITAL PROJ - GREEN LAKE PARK	8,984.79	25,990.00	25,990.00	8,984.79
CAPITAL PROJ HATERIUS PARK/BOAT RAMP	0.00			-
CAPITAL PROJ HOG BAYOU IMPROVEMENTS	6,276.69			6,276.69
CAPITAL PROJ PORT ALTO PUBLIC BEACH	0.00			0.00
CPRJ - SWAN POINT SHORELINE RESTORATION	98,776.00			98,776.00
CAPITAL PROJ HURRICANE HARVEY FEMA	0.00			-
CAPITAL PROJ IMPROVEMENTS PROJECTS	0.00			-
CPRJ - SWAN POINT BULKHEAD IMPROVEMENT	15,000.00			15,000.00
CAPITAL PROJ HOSPITAL IMPROVEMENTS	2,336,941.55		1,082.82	2,335,858.73
CAPITAL PROJ -MMC LOANS	2,350,000.00	150,000.00		2,500,000.00
ARREST FEES	1,075.55	184.79	668.76	591.58
BAIL BOND FEES (HB 1940)	795.00	720.00	1,363.50	151.50
CONSOLIDATED COURT COSTS (NEW)	1,555.39	1,278.70	2,523.60	310.49
CONSOLIDATED COURT COSTS 2020	15,943.83	9,165.25	22,597.94	2,511.14
DNA TESTING FUND	250.39	4.05	3.96	250.48
DRUG COURT PROGRAM FUND - STATE	7.87	1.08	6.96	1.99
SUBTOTALS	\$ 62,818,197.25	\$ 3,203,557.30	\$ 4,189,767.35	\$ 61,831,987.20

COUNTY TREASURER'S REPORT

MONTH OF: APRIL 2024

FUND	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	ENDING FUND BALANCE
OPERATING FUNDS - BALANCE FORWARD	\$ 62,818,197.25	\$ 3,203,557.30	\$ 4,189,767.35	\$ 61,831,987.20
ELECTION SERVICES CONTRACT	72,369.11	13.57	173.61	72,209.07
ELECTRONIC FILING FEE FUND	32.28	30.80	63.08	-
EMS TRAUMA FUND	651.92	601.02	1,013.73	239.21
FINES AND COURT COSTS HOLDING FUND	7,847.31			7,847.31
INDIGENT CIVIL LEGAL SERVICE	57.30			57.30
JUDICIAL FUND (ST. COURT COSTS)	0.00			-
JUDICIAL & COURT PERSONNEL TRAINING FUND	9.49		5.00	4.49
JUDICIAL SALARIES FUND	326.69	246.26	520.54	52.41
JUROR DONATION-TX CRIME VICTIMS FUND	1,068.00		756.00	312.00
JUVENILE PROBATION RESTITUTION	202.57	179.00		381.57
LIBRARY GIFT AND MEMORIAL	42,626.71	8.04		42,634.75
MISCELLANEOUS CLEARING	15,187.48	1,539.35	2,007.86	14,718.97
STATE CRIMINAL NON DISCLOSURE FEE FUND	0.00			2,000.00
REFUNDABLE DEPOSITS	2,000.00			43.25
STATE CIVIL FEE FUND	945.55	442.60	1,344.90	0.30
CIVIL JUSTICE DATA REPOSITORY FUND	1.99	1.10	2.79	0.30
JURY REIMBURSEMENT FEE	228.28	138.66	331.32	35.62
STATE CONSOLIDATED CIVIL FEE FUND	3,935.68	2,728.36	6,496.04	168.00
SUBTITLE C FUND	3,492.58	2,312.86	5,433.34	372.10
SUPP OF CRIM INDIGENT DEFENSE	79.17	68.07	131.48	15.76
TIME PAYMENTS	141.15	187.56	211.31	117.40
TRAFFIC LAW FAILURE TO APPEAR	653.32	513.65	802.05	364.92
UNCLAIMED PROPERTY	45,463.20	422.71		45,885.91
TRUANCY PREVENTION AND DIVERSION FUND	177.00	61.09	62.49	175.60
BOOT CAMP/JAEP	147.43			147.43
JUVENILE PROBATION	437,330.40	69,032.01	70,152.49	436,209.92
SUBTOTALS	\$ 63,453,171.86	\$ 3,282,084.01	\$ 4,279,275.38	\$ 62,455,980.49
TAXES IN ESCROW	0.00			0.00
TOTAL OPERATING FUNDS	\$ 63,453,171.86	\$ 3,282,084.01	\$ 4,279,275.38	\$ 62,455,980.49
OTHER FUNDS				
D A FORFEITED PROPERTY FUND	34,358.62	42.24		34,400.86
SHERIFF NARCOTIC FORFEITURES	55,319.73	67.63	531.00	54,856.36
CERT OF OB-CRTHSE REF SERIES 2010	526,977.02	6,987.93		533,964.95
CERT OF OB-CRTHOUSE I&S SERIES 2012	31,440.16	203.08	97.49	31,545.75
CAL. CO. FEES & FINES	122,665.29	94,861.09	101,891.47	115,634.91
TOTAL OTHER CO. FUNDS	\$ 770,760.82	\$ 102,161.97	\$ 102,519.96	\$ 770,402.83
MEMORIAL MEDICAL CENTER				
OPERATING	757,114.47	\$ 4,173,096.21	\$ 4,138,159.15	\$ 792,051.53
MONEY MARKET	609,891.25	\$ 1,602.07	\$ 500,000.00	\$ 111,493.32
INDIGENT HEALTHCARE	9,201.24	4,197.34	4,196.92	9,201.66
PRIVATE WAIVER CLEARING FUND	437.28	0.54	0.00	437.82
CLINIC CONSTRUCTION SERIES 2014	543.19	0.67		543.86
NH ASHFORD	251,830.34	498,305.15	590,992.57	159,142.92
NH BROADMOOR	212,402.73	527,266.76	593,611.50	146,057.99
NH CRESCENT	189,021.06	785,049.22	851,325.38	122,744.90
NH FORT BEND	61,978.71	183,666.80	159,804.32	85,841.19
NH SOLERA	143,601.61	666,207.40	656,899.31	152,909.70
NH GOLDEN CREEK	67,524.71	522,684.40	460,239.73	129,969.38
NH SOLERA DACA	0.00			0.00
NH ASHFORD DACA	0.00			0.00
NH BROADMOOR DACA	0.00			0.00
NH GULF POINTE - PRIVATE PAY	394.27	16,257.32	15,817.48	834.11
NH GULF POINT PLAZA MEDICARE / MEDICAID	30,220.73	160,847.33	125,874.15	65,193.91
NH BETHANY SENIOR LIVING	277,431.74	740,287.79	619,809.70	397,909.83
NH TUSCANY VILLAGE	304,030.78	973,573.41	876,952.84	400,651.35
TOTAL MEMORIAL MEDICAL CENTER FUNDS	\$ 2,915,624.11	\$ 9,253,042.41	\$ 9,593,683.05	\$ 2,574,983.47
DRAINAGE DISTRICTS				
NO. 6	44,153.95	133.83		\$ 44,287.78
NO. 8	157,735.98	1,882.45		159,618.43
NO. 10-MAINTENANCE	110,964.75	450.78	13,351.38	98,064.15
NO. 11-MAINTENANCE/OPERATING	361,808.36	6,209.12	31,641.58	336,375.90
NO. 11-RESERVE	228,637.35	281.11		228,918.46
TOTAL DRAINAGE DISTRICT FUNDS	\$ 903,300.39	\$ 8,957.29	\$ 44,992.96	\$ 867,264.72
CALHOUN COUNTY WCID #1				
OPERATING ACCOUNT	346,151.58	1,275.85	728.84	346,698.59
PAYROLL TAX	1,226.92		174.74	1,052.18
TOTAL WCID FUNDS	\$ 347,378.50	\$ 1,275.85	\$ 903.58	\$ 347,750.77
CALHOUN COUNTY PORT AUTHORITY				
MAINTENANCE AND OPERATING	94,954.06	794.51		95,748.57
CALHOUN COUNTY				
FROST BANK	1,870.87		1,870.87	-
TOTAL MMC, DR. DIST., NAV. DIST, WCID & FROST	\$ 4,263,127.93	\$ 9,264,070.06	\$ 9,641,450.46	\$ 3,885,747.53
TOTAL ALL FUNDS	\$ 68,487,060.61	\$ 12,648,316.04	\$ 14,023,245.80	\$ 67,112,130.85

COUNTY TREASURER'S REPORT				
			MONTH OF:	APRIL 2024
FUND	BANK RECONCILIATION			
	FUND BALANCE	LESS: CERT.OF DEP/ OUTSTNDG DEP/ OTHER ITEMS	PLUS: CHECKS OUTSTANDING	BANK BALANCE
OPERATING *	\$ 62,455,980.49	409,224.31	209,656.48	\$ 3,756,412.66
		58,500,000.00		
OTHER				
D A FORFEITED PROPERTY FUND	34,400.86			34,400.86
SHERIFF NARCOTIC FORFEITURES	54,856.36		82.00	54,938.36
CERT OF OB-CRTHSE REF SERIES 2010	533,964.95	1,344.35		532,620.60
CERT OF OB-CRTHOUSE I&S SERIES 2012	31,545.75	70.59		31,475.16
CAL. CO FEES & FINES	115,634.91	12,846.35	6,606.44	109,395.00
MEMORIAL MEDICAL CENTER				
OPERATING ‡	792,051.53		442,476.52	1,234,528.05
MONEY MARKET	611,493.32	500,000.00		111,493.32
INDIGENT HEALTHCARE	9,201.66	4,185.75	502.14	5,518.05
PRIVATE WAIVER CLEARING FUND	437.82			437.82
CLINIC CONSTRUCTION SERIES 2014	543.86			543.86
NH ASFORD	159,142.92			159,142.92
NH BROADMOOR	146,057.99			146,057.99
NH CRESCENT	122,744.90			122,744.90
NH FORT BEND	85,841.19			85,841.19
NH SOLERA	152,909.70			152,909.70
NH GOLDEN CREEK	129,969.38			129,969.38
NH SOLERA DACA	0.00			0.00
NH ASHFORD DACA	0.00			0.00
NH BROADMOOR DACA	0.00			0.00
NH GULF POINT PRIVATE PAY	834.11			834.11
NH GULF POINTE PLAZA MEDICARE / MEDICAID	65,193.91			65,193.91
NH BETHAN SENIOR LIVING	397,909.83			397,909.83
NH TUSCANY VILLAGE	400,651.35			400,651.35
DRAINAGE DISTRICT:				
NO. 6	44,287.78			44,287.78
NO. 8	159,618.43	122.71		159,495.72
NO. 10 MAINTENANCE	98,064.15	281.73		97,782.42
NO. 11 MAINTENANCE/OPERATING	336,375.90	608.49	923.50	336,690.91
NO. 11 RESERVE	228,918.46			228,918.46
CALHOUN COUNTY WCID #1				
OPERATING ACCOUNT	346,698.59			346,698.59
PAYROLL TAX	1,052.18			1,052.18
CALHOUN COUNTY PORT AUTHORITY				
MAINTENANCE/OPERATING ****	95,748.57			95,748.57
CALHOUN COUNTY				
FROST BANK	0.00			0.00
TOTALS	\$ 67,612,130.85	\$ 59,428,684.28	\$ 660,247.08	\$ 8,843,693.65

**** THE DEPOSITORY FOR CALHOUN COUNTY WCID IS INTERNATIONAL BANK OF COMMERCE - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN CO. NAVIGATION DISTRICT IS FIRST NATIONAL BANK - PORT LAVACA

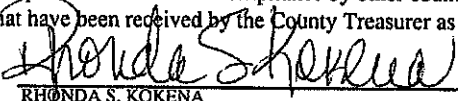
**** THE DEPOSITORY FOR CALHOUN COUNTY FROST IS FROST BANK - AUSTIN, TEXAS

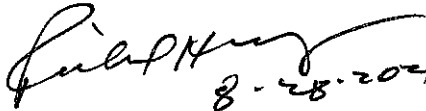
**** EASTWEST BANK CDs - \$ 18,712,028.86

**** NEXBANK MONEY MKT ACCT - DALLAS, TEXAS - \$ 43,257,346.50

THE DEPOSITORY FOR ALL OTHER COUNTY FUNDS IS PROSPERITY BANK, PORT LAVACA

Court costs and fees collected and reported may not be current and up-to-date due to non-compliance by other county offices. I hereby certify that the current balances are correct to all monies that have been received by the County Treasurer as of the date of this report.


RHONDA S. KOKENA
COUNTY TREASURER


8-28-2024

REVISED

CALHOUN COUNTY TREASURER'S OFFICE

INVESTMENT REPORT

QUARTER ENDING MARCH 2024

	BALANCE 1/1/2024	REVENUES + TRANSFERS	EXPENSES - TRANSFERS	BALANCE 3/31/2024	CASH ON HAND	INTEREST EARNED
OPERATING -	\$ 44,028,358.23	\$ 36,873,516.55	\$ 17,446,742.92	\$ 63,455,171.86	\$ 39,446.91	\$ 7,244.67
FEES & FINES HOLDING ACCOUNT	100,623.39	296,118.29	274,076.39	122,665.29		414.45
CERT OF OBLIG-CRTHSE SERIES 2010	329,258.00	491,539.62	293,820.60	526,977.02		1,637.33
CERT OF OBLIG-CRTHSE SERIES 2012	30,823.75	616.41		31,440.16		116.27
D.A. FORFEITURE FUND	39,903.47	629.67	6,174.52	34,358.62		129.07
S.O. NARCOTICS FORFEITURE FUND	54,769.49	1,647.34	1,117.10	55,319.73		203.94
MEMORIAL MED CTR OPERATING	967,468.09	12,929,130.54	12,539,484.16	757,114.47		6,965.89
MEMORIAL MED CTR MONEY MARKET	1,104,779.94	5,111.71	500,000.00	609,891.25		5,111.71
MEMORIAL MED CTR PRIVATE WAIVER CLR FUND	435.66	1.62		437.28		1.62
CALHOUN COUNTY INDIGENT HEALTHCARE	9,216.66	13,272.16	13,287.58	9,201.24		34.42
CLINIC CONSTRUCTION SERIES 2014	541.17	2.02		543.19		2.02
NH ASHFORD	172,314.18	1,787,493.34	1,707,977.18	261,830.34		706.78
NH BROADMOOR	111,872.23	1,910,902.69	1,810,372.19	212,402.73		693.15
NH CRESCENT	182,776.86	2,776,191.97	2,769,947.77	189,021.06		972.37
NH FORT BEND	62,469.87	833,973.57	834,454.73	61,978.71		301.90
NH SOLERA	300,221.54	1,967,018.67	2,123,638.60	143,601.61		738.98
NH GOLDEN CREEK	18,056.34	1,636,712.93	1,599,284.56	67,524.71		621.86
NH ASHFORD DACA	-	-	-	0.00		-
NH SOLERA DACA	-	-	-	0.00		-
NH BROADMOOR DACA	-	-	-	0.00		-
MMC GULF POINT PRIVATE PAY	3,210.24	55,294.69	58,110.66	394.27		27.95
MMC GULF POINT PLAZA MEDICINE / MEDICAID	3,653.04	601,163.24	574,605.55	30,220.73		215.05
MMC NH BETHANY SENIOR LIVING	171,599.00	2,503,648.60	2,397,815.88	277,431.74		826.46
MMC NH TUSCANY VILLAGE	148,205.64	1,931,304.17	1,775,479.03	304,030.78		659.22
DRAINAGE DISTRICT #6	40,439.56	3,863.22	148.83	44,153.95		158.19
DRAINAGE DISTRICT #8	148,832.58	9,587.72	694.32	157,735.98		576.74
DRAINAGE DISTRICT #10 - MAINT & OPER.	111,226.80	12,559.15	12,820.20	110,964.75		401.02
DRAINAGE DISTRICT #11 - MAINT & OPER.	273,632.18	93,516.81	5,340.63	361,805.36		1,212.74
DRAINAGE DISTRICT #11 - RESERVE	227,768.77	850.58	-	228,637.35		850.58
WATER CONT & IMPROV DIST #1	172,840.40	283,669.02	90,357.84	346,151.58		-
WATER CONT & IMPROV DIST #1 - PAYROLL TAX	1,762.71	-	535.79	1,226.92		-
PORT AUTHORITY	89,942.07	5,105.65	93.66	94,954.06		-
FROST BANK	1,895.87	-	15.00	1,870.87		-
SUBTOTALS	\$ 48,909,005.33	\$ 66,416,440.95	\$ 46,838,385.67	\$ 68,487,060.61	\$ 39,446.91	\$ 30,823.38
TAXES IN ESCROW (OPER FUND)	14,154,765.65	-	14,154,765.65	0.00		-
TOTAL	\$ 63,063,770.98	\$ 66,416,440.95	\$ 60,993,151.32	\$ 68,487,060.61	\$ 39,446.91	\$ 30,823.38

CERTIFICATES OF DEPOSIT	Interest Rate	Opening Balance Amount	Total Interest to Date	Balance 3/31/2024
EASTWEST BANK # 9437	5.10%	5,530,566.96	55,696.46	5,587,262.42
EASTWEST BANK # 0286	5.78%	5,000,000.00	386,272.43	5,386,272.43
EASTWEST BANK # 8612	4.90%	5,000,000.00	49,237.57	5,049,237.57
EASTWEST BANK # 1817	5.41%	4,000,000.00	142,115.72	4,142,115.72
EASTWEST BANK # 2948	5.51%	3,751,691.54	121,930.31	3,873,621.85
*** all CD's are compounded				
TOTAL OPERATING CD'S		\$ 23,282,257.50	\$ 756,252.49	\$ 24,038,509.99
NEXBANK - MONEY MARKET SAVINGS #*****430 (added closed CD's and Prosperity Money Mkt transactions)	5.55%	15,000,000.00		37,676,018.40
TOTAL INVESTMENTS FOR 2024		\$ 38,282,257.50	\$ 756,252.49	\$ 61,694,528.39

Rhonda S. Koxena
RHONDA S. KOXENA
CERTIFIED INVESTMENT OFFICER

CALHOUN COUNTY, TEXAS				REVISED
COUNTY TREASURER'S REPORT				
FUND	BEGINNING FUND BALANCE	RECEIPTS	MONTH OF:	MARCH 2024
			DISBURSEMENTS	ENDING FUND BALANCE
OPERATING FUNDS:				
GENERAL	\$ 46,102,541.16	\$ 4,246,926.01	\$ 5,672,952.22	\$ 44,676,514.95
AIRPORT MAINTENANCE	48,178.01	12.63	4,531.76	43,658.88
APPELLATE JUDICIAL SYSTEM	271.36	143.27	0.01	414.62
COURT FACILITY FEE FUND	13,908.90	576.45	0.48	14,484.87
COASTAL PROTECTION FUND	2,613,358.80	1,034,662.38	889.88	3,647,131.30
COUNTY AND DIST COURT TECH FUND	9,950.20	42.30	0.34	9,992.16
COUNTY CHILD ABUSE PREVENTION FUND	959.49	0.25	0.03	959.71
COUNTY CHILD WELFARE BOARD FUND	2,049.13	0.54	0.07	2,049.60
COUNTY JURY FUND	4,101.29	121.55	0.15	4,222.69
COURTHOUSE SECURITY	262,848.19	1,338.36	9.05	264,177.50
COURT INITIATED GUARDIANSHIP FUND	18,492.16	214.85	0.64	18,706.37
DIST CLK RECORD PRESERVATION FUND	42,790.66	21.22	1.47	42,810.41
COURT REPORTERS SERVICE FUND	1,402.23	14.40	0.05	1,416.58
CO CLK RECORDS ARCHIVE FUND	351,418.86	2,832.15	12.10	354,238.91
COUNTY SPECIALTY COURT FUND	13,137.40	223.70	0.45	13,360.65
COUNTY DISPUTE RESOLUTION FUND	13,797.36	583.22	0.48	14,380.10
DONATIONS	154,511.40	371.81	186.75	154,696.46
DRUG/DWI COURT PROGRAM FUND-LOCAL	27,214.36	10.24	0.94	27,223.66
JUVENILE CASE MANAGER FUND	6,863.14	84.00	594.72	6,352.42
FAMILY PROTECTION FUND	14,676.88	3.85	0.51	14,680.22
JUVENILE DELINQUENCY PREVENTION FUND	9,392.50	2.46	0.32	9,394.64
GRANTS	1,010,523.86	7,266.62	15,263.81	1,002,526.67
JUSTICE COURT TECHNOLOGY	93,521.16	530.71	3.22	94,048.65
JUSTICE COURT BUILDING SECURITY FUND	4,981.35	20.66	170.18	4,831.83
LATERAL ROAD PRECINCT #1	3,739.18	0.98	0.13	3,740.03
LATERAL ROAD PRECINCT #2	3,739.18	0.98	0.13	3,740.03
LATERAL ROAD PRECINCT #3	3,739.18	0.98	0.13	3,740.03
LATERAL ROAD PRECINCT #4	3,739.18	0.98	0.13	3,740.03
LANGUAGE ACCESS FUND	4,105.74	177.00	0.14	4,282.60
JUROR DONATIONS - HUMANE SOCIETY	3,416.86	80.90	0.12	3,497.64
JUROR DONATIONS VETERANS SERVICES	1,543.98	0.40	0.05	1,544.33
JUSTICE COURT SUPPORT FUND	16,828.39	754.41	0.58	17,582.22
PRETRIAL SERVICES FUND	89,731.86	23.53	3.09	89,752.30
LOCAL TRUANCY PREVENTION/DIVERSION FUND	30,933.60	544.16	1.06	31,476.70
LAW LIBRARY	206,751.28	1,056.61	1,274.06	206,533.83
LAW ENF OFFICERS STD. EDUC. (LEOSE)	29,536.47	786.77	1.01	30,322.23
POC COMMUNITY CENTER	43,714.43	3,111.46	3,126.89	43,699.00
RECORDS MANAGEMENT-DISTRICT CLERK	194.08	10.49	0.01	204.56
RECORDS MANAGEMENT-COUNTY CLERK	255,191.81	2,826.91	3,874.34	254,144.38
RECORDS MGMT & PRESERVATION	69,888.52	1,050.09	2.41	70,936.20
ROAD & BRIDGE GENERAL	1,353,803.81	89,691.44	46.62	1,443,448.63
OPIOD REMEDIATION FUND	40,493.84	10.62	1.40	40,503.06
6MILE PIER/BOAT RAMP INSUR/MAINT	16,239.72	4.26	499.56	15,744.42
CAPITAL PROJ - BOGGY BAYOU NATURE PARK	393,883.07			393,883.07
CAPITAL PROJ - AMERICAN RESCUE PLAN ACT 2021	996,636.75		306,433.82	690,202.93
CAPITAL PROJ - KING FISHER BEACH PARK	48,615.00			48,615.00
CAPITAL PROJ MAG INDIANOLA BEACH PAVILIONS	167,166.67			167,166.67
CAPITAL PROJ - CDBG DR INFRASTRUCTURE	783,465.06			783,465.06
CAPITAL PROJ - CDBG-MIT INFRASTRUCTURE	499,999.77			499,999.77
CAPITAL PROJ CHOCOLATE BAYOU BOAT RAMP	169,595.01			169,595.01
CAPITAL PROJ - ELECTION MACHINES	(0.00)			(0.00)
CAPITAL PROJ -LOCAL ASSISTANCE/TRIBAL CONSISTENCY	161,184.74			161,184.74
CAPITAL PROJ - JAIL ROOF	500,000.00			500,000.00
CAPITAL PROJ - OLIVIA HATERIUS PARK IMPROVEMTS	112,392.00			112,392.00
CAPITAL PROJ -RB INFRASTRUCTURE	224,245.44			224,245.44
CAPITAL PROJ ENERGY TRZ #1	149,841.30			149,841.30
CAPITAL PROJ - BRIGHTIN ROAD BRIDGE	938,500.00			938,500.00
CAPITAL PROJ AIRPORT RUNWAY IMPROVEMENTS	77,461.35			77,461.35
CAPITAL PROJ MAGNOLIA BEACH EROSION CONT	70,000.00			70,000.00
CAPITAL PROJ MAG BEACH RESTORATION /CRABBIN BRDG			18,787.00	(18,787.00)
CAPITAL PROJ - EMS TRAINING BUILDING	237,543.01			237,543.01
CAPITAL PROJ EVENT CENTER	79,927.09			79,927.09
CAPITAL PROJ FIRE TRUCKS & SAFETY EQUIP	6,448.68			6,448.68
CAPITAL PROJ - GREEN LAKE PARK	8,984.79			8,984.79
CAPITAL PROJ HATERIUS PARK/BOAT RAMP				
CAPITAL PROJ HOG BAYOU IMPROVEMENTS	6,276.69			6,276.69
CAPITAL PROJ PORT ALTO PUBLIC BEACH	0.00			0.00
CPRJ - SWAN POINT SHORELINE RESTORATION	98,776.00			98,776.00
CAPITAL PROJ HURRICANE HARVEY FEMA				
CAPITAL PROJ IMPROVEMENTS PROJECTS				
CPRJ - SWAN POINT BULKHEAD IMPROVEMENT	15,000.00			15,000.00
CAPITAL PROJ HOSPITAL IMPROVEMENTS	2,336,941.55			2,336,941.55
CAPITAL PROJ -MMC LOANS	2,200,000.00			2,350,000.00
ARREST FEES	884.26	150,000.00		1,075.55
BAIL BOND FEES (HB 1940)	255.00	191.29		795.00
CONSOLIDATED COURT COSTS (NEW)	819.38	736.01		1,555.39
CONSOLIDATED COURT COSTS 2020	6,821.90	9,121.93		15,943.83
DNA TESTING FUND	250.39			250.39
DRUG COURT PROGRAM FUND - STATE	4.77	3.10		7.87
SUBTOTALS	\$ 63,290,140.63	\$ 5,556,728.93	\$ 6,028,672.31	\$ 62,818,197.25

COUNTY TREASURER'S REPORT				
			MONTH OF:	MARCH 2024
FUND	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	ENDING FUND BALANCE
OPERATING FUNDS - BALANCE FORWARD	\$ 63,290,140.63	\$ 5,556,728.93	\$ 6,028,672.31	\$ 62,818,197.25
ELECTION SERVICES CONTRACT	72,117.23	254.36	2.48	72,369.11
ELECTRONIC FILING FEE FUND	31.42	0.86		32.28
EMS TRAUMA FUND	492.03	159.89		651.92
FINES AND COURT COSTS HOLDING FUND	7,847.31			7,847.31
INDIGENT CIVIL LEGAL SERVICE	57.30			57.30
JUDICIAL FUND (ST. COURT COSTS)	0.00			-
JUDICIAL & COURT PERSONNEL TRAINING FUND	9.49			9.49
JUDICIAL SALARIES FUND	168.53	158.16		326.69
JUROR DONATION-TX CRIME VICTIMS FUND	1,068.00			1,068.00
JUVENILE PROBATION RESTITUTION	298.57	140.00	236.00	202.57
LIBRARY GIFT AND MEMORIAL	42,617.00	11.17	1.46	42,626.71
MISCELLANEOUS CLEARING	14,868.92	761.63	443.07	15,187.48
STATE CRIMINAL NON DISCLOSURE FEE FUND				-
REFUNDABLE DEPOSITS	2,000.00			2,000.00
STATE CIVIL FEE FUND	456.55	489.00		945.55
CIVIL JUSTICE DATA REPOSITORY FUND	1.06	0.93		1.99
JURY REIMBURSEMENT FEE	75.85	152.43		228.28
STATE CONSOLIDATED CIVIL FEE FUND	2,122.00	1,813.68		3,935.68
SUBTITLE C FUND	1,745.29	1,747.29		3,492.58
SUPP OF CRIM INDIGENT DEFENSE	40.44	38.73		79.17
TIME PAYMENTS	62.91	78.24		141.15
TRAFFIC LAW FAILURE TO APPEAR	192.18	461.14		653.32
UNCLAIMED PROPERTY	45,462.95	0.28	0.03	45,463.20
TRUANCY PREVENTION AND DIVERSION FUND	146.30	30.70		177.00
BOOT CAMP/JAEP	147.43			147.43
JUVENILE PROBATION	528,354.27	302.89	91,326.76	437,330.40
SUBTOTALS	\$ 64,010,523.66	\$ 5,563,330.31	\$ 6,120,682.11	\$ 63,453,171.86
TAXES IN ESCROW	0.00		0.00	0.00
TOTAL OPERATING FUNDS	\$ 64,010,523.66	\$ 5,563,330.31	\$ 6,120,682.11	\$ 63,453,171.86
OTHER FUNDS				
D A FORFEITED PROPERTY FUND	34,240.07	118.55		34,358.62
SHERIFF NARCOTIC FORFEITURES	53,944.76	1,512.97	138.00	55,319.73
CERT OF OB-CRTHSE REF SERIES 2010	516,705.65	10,326.64	55.27	526,977.02
CERT OF OB-CRTHOUSE I&S SERIES 2012	31,352.84	87.32		31,440.16
CAL. CO. FEES & FINES	114,351.13	110,106.23	101,792.07	122,665.29
TOTAL OTHER CO. FUNDS	\$ 750,594.45	\$ 122,151.71	\$ 101,985.34	\$ 770,760.82
MEMORIAL MEDICAL CENTER				
OPERATING	902,241.81	4,144,457.30	4,289,584.64	757,114.47
MONEY MARKET	608,191.31	1,699.94		609,891.25
INDIGENT HEALTHCARE	9,170.71	4,197.20	4,166.67	9,201.24
PRIVATE WAIVER CLEARING FUND	436.73	0.55		437.28
CLINIC CONSTRUCTION SERIES 2014	542.50	0.69		543.19
NH ASFORD	117,059.36	738,305.43	603,534.45	251,830.34
NH BROADMOOR	151,549.51	760,850.04	699,996.82	212,402.73
NH CRESCENT	259,054.49	1,027,582.70	1,097,616.13	189,021.06
NH FORT BEND	105,267.09	249,294.14	292,582.52	61,978.71
NH SOLERA	142,796.95	598,406.20	597,601.54	143,601.61
NH GOLDEN CREEK	82,119.70	573,975.23	588,570.22	67,524.71
NH SOLERA DACA	0.00			0.00
NH ASHFORD DACA	0.00			0.00
NH BROADMOOR DACA	0.00			0.00
NH GULF POINTE - PRIVATE PAY	401.25	31,882.74	31,889.72	394.27
NH GULF POINT PLAZA MEDICARE / MEDICAID	19,091.38	165,257.22	154,127.87	30,220.73
NH BETHANY SENIOR LIVING	197,696.28	863,999.43	784,263.97	277,431.74
NH TUSCANY VILLAGE	112,776.60	612,893.93	421,639.75	304,030.78
TOTAL MEMORIAL MEDICAL CENTER FUNDS	\$ 2,708,395.67	\$ 9,772,802.74	\$ 9,565,574.30	\$ 2,915,624.11
DRAINAGE DISTRICTS				
NO. 6	43,925.34	228.61		44,153.95
NO. 8	157,321.71	414.27		157,735.98
NO. 10-MAINTENANCE	110,429.45	535.30		110,964.75
NO. 11-MAINTENANCE/OPERATING	355,823.55	7,956.74	1,971.93	361,808.36
NO. 11-RESERVE	228,347.24	290.11		228,637.35
TOTAL DRAINAGE DISTRICT FUNDS	\$ 895,847.29	\$ 9,425.03	\$ 1,971.93	\$ 903,300.39
CALHOUN COUNTY WCID #1				
OPERATING ACCOUNT	143,911.25	262,081.88	59,841.55	346,151.58
PAYROLL TAX	1,420.05		193.13	1,226.92
TOTAL WCID FUNDS	\$ 145,331.30	\$ 262,081.88	\$ 60,034.68	\$ 347,378.50
CALHOUN COUNTY PORT AUTHORITY				
MAINTENANCE AND OPERATING	92,662.23	2,385.49	93.66	94,954.06
CALHOUN COUNTY FROST BANK				
	1,875.87		5.00	1,870.87
TOTAL MMC, DR. DIST., NAV. DIST, WCID & FROST	\$ 3,844,112.36	\$ 10,046,695.14	\$ 9,627,679.57	\$ 4,263,127.93

COUNTY TREASURER'S REPORT

MONTH OF: MARCH 2024

FUND	BANK RECONCILIATION			
	FUND BALANCE	LESS: CERT.OF DEP/ OUTSTNDG DEP/ OTHER ITEMS	PLUS: CHECKS OUTSTANDING	BANK BALANCE
OPERATING *	\$ 63,453,171.86	58,500,000.00	160,332.52	\$ 5,113,504.38
OTHER				
D A FORFEITED PROPERTY FUND	34,358.62			34,358.62
SHERIFF NARCOTIC FORFEITURES	55,319.73		82.00	55,401.73
CERT OF OB-CRTHSE REF SERIES 2010	526,977.02			526,977.02
CERT OF OB-CRTHOUSE I&S SERIES 2012	31,440.16			31,440.16
CAL. CO FEES & FINES	122,665.29	2,965.00	4,605.76	124,306.05
MEMORIAL MEDICAL CENTER				
OPERATING ‡	757,114.47		932,030.62	1,689,145.09
MONEY MARKET	609,891.25			609,891.25
INDIGENT HEALTHCARE	9,201.24	4,186.03	502.14	5,517.35
PRIVATE WAIVER CLEARING FUND	437.28			437.28
CLINIC CONSTRUCTION SERIES 2014	543.19			543.19
NH ASFORD	251,830.34			251,830.34
NH BROADMOOR	212,402.73			212,402.73
NH CRESCENT	189,021.06			189,021.06
NH FORT BEND	61,978.71			61,978.71
NH SOLERA	143,601.61			143,601.61
NH GOLDEN CREEK	67,524.71			67,524.71
NH SOLERA DACA	0.00			0.00
NH ASHFORD DACA	0.00			0.00
NH BROADMOOR DACA	0.00			0.00
NH GULF POINT PRIVATE PAY	394.27			394.27
NH GULF POINTE PLAZA MEDICARE / MEDICAID	30,220.73			30,220.73
NH BETHAN SENIOR LIVING	277,431.74			277,431.74
NH TUSCANY VILLAGE	304,030.78			304,030.78
DRAINAGE DISTRICT:				
NO. 6	44,153.95			44,153.95
NO. 8	157,735.98			157,735.98
NO. 10 MAINTENANCE	110,964.75			110,964.75
NO. 11 MAINTENANCE/OPERATING	361,808.36			361,808.36
NO. 11 RESERVE	228,637.35			228,637.35
CALHOUN COUNTY WCID #1				
OPERATING ACCOUNT	346,151.58			346,151.58
PAYROLL TAX	1,226.92			1,226.92
CALHOUN COUNTY PORT AUTHORITY				
MAINTENANCE/OPERATING ****	94,954.06			94,954.06
CALHOUN COUNTY				
FROST BANK	1,870.87			1,870.87
TOTALS	\$ 68,487,060.61	\$ 58,507,151.03	\$ 1,097,553.04	\$ 11,077,462.62

**** THE DEPOSITORY FOR CALHOUN COUNTY WCID IS INTERNATIONAL BANK OF COMMERCE - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN CO. NAVIGATION DISTRICT IS FIRST NATIONAL BANK - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN COUNTY FROST IS FROST BANK - AUSTIN, TEXAS

**** EASTWEST BANK CDs - \$ 24,018,509.99

**** NEXBANK MONEY MKT ACCT, DALLAS, TEXAS - \$ 37,676,018.40

THE DEPOSITORY FOR ALL OTHER COUNTY FUNDS IS PROSPERITY BANK, PORT LAVACA

Court costs and fees collected and reported may not be current and up-to-date due to non-compliance by other county offices. I hereby certify that the current balances are correct to all monies that have been received by the County Treasurer as of the date of this report.

RHONDA S. KOKENA

[Signature]
8-28-2024

CALHOUN COUNTY, TEXAS				REVISED
COUNTY TREASURER'S REPORT		MONTH OF:		FEBRUARY 2024
FUND	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	ENDING FUND BALANCE
OPERATING FUNDS:				
GENERAL	40,835,036.16	\$ 12,488,249.02	\$ 7,220,744.02	46,102,541.16
AIRPORT MAINTENANCE	63,415.78	22.99	15,260.76	48,178.01
APPELLATE JUDICIAL SYSTEM	326.68	140.12	195.44	271.36
COURT FACILITY FEE FUND	13,344.06	564.84		13,908.90
COASTAL PROTECTION FUND	2,763,354.34	1,001.60	150,997.14	2,613,358.80
COUNTY AND DIST COURT TECH FUND	9,898.49	51.71		9,950.20
COUNTY CHILD ABUSE PREVENTION FUND	956.13	3.36		959.49
COUNTY CHILD WELFARE BOARD FUND	2,048.39	0.74		2,049.13
COUNTY JURY FUND	3,979.00	122.29		4,101.29
COURTHOUSE SECURITY	261,560.31	1,287.88		262,848.19
COURT INITIATED GUARDIANSHIP FUND	18,303.53	186.63		18,492.16
DIST CLK RECORD PRESERVATION FUND	42,765.16	25.50		42,790.66
COURT REPORTERS SERVICE FUND	1,374.38	27.85		1,402.23
CO CLK RECORDS ARCHIVE FUND	348,512.54	2,906.32		351,418.86
COUNTY SPECIALTY COURT FUND	12,884.79	252.61		13,137.40
COUNTY DISPUTE RESOLUTION FUND	13,147.59	649.77		13,797.36
DONATIONS	154,085.11	3,493.36	3,067.07	154,511.40
DRUG/DWI COURT PROGRAM FUND-LOCAL	27,199.98	14.38		27,214.36
JUVENILE CASE MANAGER FUND	7,258.88	132.81	528.55	6,863.14
FAMILY PROTECTION FUND	14,671.56	5.32		14,676.88
JUVENILE DELINQUENCY PREVENTION FUND	9,389.10	3.40		9,392.50
GRANTS	1,014,000.89	245.86	3,722.89	1,010,523.86
JUSTICE COURT TECHNOLOGY	93,044.75	476.41		93,521.16
JUSTICE COURT BUILDING SECURITY FUND	4,959.16	22.19		4,981.35
LATERAL ROAD PRECINCT #1	3,737.83	1.35		3,739.18
LATERAL ROAD PRECINCT #2	3,737.83	1.35		3,739.18
LATERAL ROAD PRECINCT #3	3,737.83	1.35		3,739.18
LATERAL ROAD PRECINCT #4	3,737.83	1.35		3,739.18
LANGUAGE ACCESS FUND	3,885.33	220.41		4,105.74
JUROR DONATIONS - HUMANE SOCIETY	3,355.64	61.22		3,416.86
JUROR DONATIONS - VETERANS SERVICES	1,483.44	60.54		1,543.98
JUSTICE COURT SUPPORT FUND	15,697.70	1,130.69		16,828.39
PRETRIAL SERVICES FUND	89,699.35	32.51		89,731.86
LOCAL TRUANCY PREVENTION/DIVERSION FUND	30,467.38	466.22		30,933.60
LAW LIBRARY	206,963.20	1,055.02	1,266.94	206,751.28
LAW ENF OFFICERS STD. EDUC. (LEOSE)	28,867.86	668.61		29,536.47
POC COMMUNITY CENTER	47,506.44	17.22	3,809.23	43,714.43
RECORDS MANAGEMENT-DISTRICT CLERK	193.29	0.79		194.08
RECORDS MANAGEMENT-COUNTY CLERK	252,240.38	2,951.43		255,191.81
RECORDS MGMT & PRESERVATION	68,703.63	1,184.89		69,888.52
ROAD & BRIDGE GENERAL	1,261,099.11	92,704.70		1,353,803.81
OPIOD REMEDIATION FUND	40,479.17	14.67		40,493.84
6MILE PIER/BOAT RAMP INSUR/MAINT	16,233.84	5.88		16,239.72
CAPITAL PROJ - BOGGY BAYOU NATURE PARK	393,883.07			393,883.07
CAPITAL PROJ AMERICAN RESCUE PLAN ACT OF 2021	1,149,584.63		152,947.88	996,636.75
CAPITAL PROJ KING FISHER PARK	48,615.00			48,615.00
CAPITAL PROJ MAG INDIANOLA BEACH PAVILLIONS	167,166.67			167,166.67
CAPITAL PROJ - CDBG DR INFRASTRUCTURE	783,465.06			783,465.06
CAPITAL PROJ -CDBG-MIT INFRASTRUCTURE	499,999.77			499,999.77
CAPITAL PROJ CHOCOLATE BAYOU BOAT RAMP	169,595.01			169,595.01
CAPITAL PROJ - ELECTION MACHINES	(0.00)			(0.00)
CAPITAL PROJ -LOCAL ASSISTANCE/TRIBAL CONSISTENCY	161,184.74			161,184.74
CAPITAL PROJ - JAIL ROOF	500,000.00			500,000.00
CAPITOL PROJ - OLIVIA HATERIUS PARK IMPROVMENTS	112,392.00			112,392.00
CAPITAL PROJ -RB INFRASTRUCTURE	224,245.44			224,245.44
CAPITAL PROJ ENERGY TRZ #1	149,841.30			149,841.30
CAPITAL PROJ - BRIGHTON ROAD BRIDGE	938,500.00			938,500.00
CAPITAL PROJ AIRPORT RUNWAY IMPROVEMENTS	77,461.35			77,461.35
CAPITAL PROJ MAGNOLIA BEACH EROSION CONT	70,000.00			70,000.00
CAP PROJ MAG BEACH RESTORATION/ CRABBIN BRDC	-	21,917.69	21,917.69	-
CAPITAL PROJ - EMS TRAINING BUILDING	275,000.00		37,456.99	237,543.01
CAPITAL PROJ EVENT CENTER	79,927.09			79,927.09
CAPITAL PROJ FIRE TRUCKS & SAFETY EQUIP	6,448.68			6,448.68
CAPITAL PROJ - GREEN LAKE PARK	8,984.79			8,984.79
CAPITAL PROJ HATERIUS PARK/BOAT RAMP	-			-
CAPITAL PROJ HOG BAYOU IMPROVEMENTS	6276.69			6,276.69
CAPITAL PROJ PORT ALTO PUBLIC BEACH	0.00			0.00
CPRI - SWAN POINT SHORELINE RESTORATION	98776.00			98,776.00
CAPITAL PROJ HURRICANE HARVEY FEMA	0.00			-
CAPITAL PROJ IMPROVEMENTS PROJECTS	0.00			-
CPRI - SWANP POINT BULKHEAD IMPROVEMENT	15,000.00			15,000.00
CAPITAL PROJ HOSPITAL IMPROVEMENTS	2339602.66		2,661.11	2,336,941.55
CAPITAL PROJ -MMC LOANS	2,050,000.00	150,000.00		2,200,000.00
ARREST FEES	1,253.40	292.68	661.82	884.26
BAIL BOND FEES (HB 1940)	1,455.00	255.00	1,455.00	255.00
CONSOLIDATED COURT COSTS (NEW)	2,011.91	789.30	1,981.83	819.38
CONSOLIDATED COURT COSTS 2020	22,074.58	6,821.65	22,074.33	6,821.90
DNA TESTING FUND	259.02	0.36	8.99	250.39
DRUG COURT PROGRAM FUND - STATE	6.72	4.51	6.46	4.77
SUBTOTALS	\$ 58,150,356.42	\$ 12,780,548.35	\$ 7,640,764.14	\$ 63,290,140.63

COUNTY TREASURER'S REPORT		MONTH OF:		FEBRUARY 2024
FUND	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	ENDING FUND BALANCE
OPERATING FUNDS - BALANCE FORWARD	\$ 58,150,356.42	\$ 12,780,548.35	\$ 7,640,764.14	\$ 63,290,140.63
ELECTION SERVICES CONTRACT	72,176.84	27.35	86.96	72,117.23
ELECTRONIC FILING FEE FUND	122.74	31.42	122.74	31.42
EMS TRAUMA FUND	1,119.90	365.46	993.33	492.03
FINES AND COURT COSTS HOLDING FUND	7,847.31			7,847.31
INDIGENT CIVIL LEGAL SERVICE	57.30			57.30
JUDICIAL FUND (ST. COURT COSTS)	0.00			-
JUDICIAL & COURT PERSONNEL TRAINING FUND	24.49	5.00	20.00	9.49
JUDICIAL SALARIES FUND	467.88	159.95	459.30	168.53
JUROR DONATION-TX CRIME VICTIMS FUND	1,068.00			1,068.00
JUVENILE PROBATION RESTITUTION	207.66	306.00	215.09	298.57
LIBRARY GIFT AND MEMORIAL	42,601.56	15.44		42,617.00
MISCELLANEOUS CLEARING	16,274.01	264,386.92	265,792.01	14,868.92
STATE CRIMINAL NON DISCLOSURE FEE FUND				
REFUNDABLE DEPOSITS	2,000.00			2,000.00
STATE CIVIL FEE FUND	1,269.06	416.80	1,229.31	456.55
CIVIL JUSTICE DATA REPOSITORY FUND	1.99	1.07	2.00	1.06
JURY REIMBURSEMENT FEE	196.35	77.05	197.55	75.85
STATE CONSOLIDATED CIVIL FEE FUND	4,905.98	1,954.00	4,737.98	2,122.00
SUBTITLE C FUND	5,155.86	1,604.90	5,015.47	1,745.29
SUPP OF CRIM INDIGENT DEFENSE	98.04	39.29	96.89	40.44
TIME PAYMENTS	155.41	156.87	249.37	62.91
TRAFFIC LAW FAILURE TO APPEAR	2,495.63	228.22	2,531.67	192.18
UNCLAIMED PROPERTY	45,430.56	32.39		45,462.95
TRUANCY PREVENTION AND DIVERSION FUND	198.63	33.25	85.58	146.30
BOOT CAMP/JJAP	147.43			147.43
JUVENILE PROBATION	536,265.76	69,091.37	77,002.86	528,354.27
SUBTOTALS	\$ 58,890,644.81	\$ 13,119,481.10	\$ 7,999,602.25	\$ 64,010,523.66
TAXES IN ESCROW	0.00			-
TOTAL OPERATING FUNDS	\$ 58,890,644.81	\$ 13,119,481.10	\$ 7,999,602.25	\$ 64,010,523.66
OTHER FUNDS				
D A FORFEITED PROPERTY FUND	33,774.33	465.74		34,240.07
SHERIFF NARCOTIC FORFEITURES	54,605.04	64.82	725.10	53,944.76
CERT OF OB-CRTHSE REF SERIES 2010	390,335.79	136,369.86	10,000.00	516,705.65
CERT OF OB-CRTHOUSE I&S SERIES 2012	31,124.49	228.35		31,352.84
CAL. CO. FEES & FINES	89,160.14	106,871.50	81,680.51	114,351.13
TOTAL OTHER CO. FUNDS	\$ 598,999.79	\$ 244,000.27	\$ 92,405.61	\$ 750,594.45
MEMORIAL MEDICAL CENTER				
OPERATING	1,294,572.95	4,355,962.09	4,748,293.23	902,241.81
MONEY MARKET	606,605.19	1,586.12		608,191.31
INDIGENT HEALTHCARE	9,925.38	4,165.20	4,919.87	9,170.71
PRIVATE WAIVER CLEARING FUND	436.21	0.52		436.73
CLINIC CONSTRUCTION SERIES 2014	541.86	0.64		542.50
NH ASFORD	328,626.06	411,240.39	622,807.09	117,059.36
NH BROADMOOR	321,041.05	594,651.18	764,142.72	151,549.51
NH CRESCENT	431,854.52	846,888.27	1,019,688.30	259,054.49
NH FORT BEND	83,437.23	339,683.70	317,853.84	105,267.09
NH SOLERA	449,339.86	706,511.99	1,013,054.90	142,796.95
NH GOLDEN CREEK	305,424.37	523,446.30	746,750.97	82,119.70
NH SOLERA DACA	0.00			-
NH ASHFORD DACA	0.00			-
NH BROADMOOR DACA	0.00			-
NH GULF POINTE PRIVATE PAY	324.00	14,012.13	13,934.88	401.25
NH GULF POINTE MEDICARE/ MEDICAIDE	171,385.86	186,986.51	339,280.99	19,091.38
NH BETHANY SENIOR LIVING	502,470.06	875,681.63	1,180,455.41	197,696.28
NH TUSCANY VILLAGE	523,787.12	543,773.52	954,784.04	112,776.60
TOTAL MEMORIAL MEDICAL CENTER FUNDS	\$ 5,029,771.72	\$ 9,404,590.19	\$ 11,725,966.24	\$ 2,708,395.67
DRAINAGE DISTRICTS				
NO. 6	41,153.58	2,920.59	148.83	43,925.34
NO. 8	153,729.57	3,776.46	184.32	157,321.71
NO. 10-MAINTENANCE	108,930.84	1,703.81	205.20	110,429.45
NO. 11-MAINTENANCE/OPERATING	313,121.34	44,320.29	1,618.08	355,823.55
NO. 11-RESERVE	228,076.17	271.07		228,347.24
TOTAL DRAINAGE DISTRICT FUNDS	\$ 845,011.50	\$ 52,992.22	\$ 2,156.43	\$ 895,847.29
CALHOUN COUNTY WCID #1				
OPERATING ACCOUNT	160,576.60	733.05	17,398.40	143,911.25
PAYROLL TAX	1,594.79		174.74	1,420.05
TOTAL WCID FUNDS	\$ 162,171.39			\$ 145,331.30
CALHOUN COUNTY PORT AUTHORITY				
MAINTENANCE AND OPERATING	91,655.58	1,006.65		92,662.23
CALHOUN COUNTY				
FROST BANK	1,880.87		5.00	1,875.87
TOTAL MMC, DR. DIST., NAV. DIST, WCID & FROST	\$ 6,130,491.06	\$ 9,458,589.06	\$ 11,728,127.67	\$ 3,844,112.36
TOTAL ALL FUNDS	\$ 65,620,135.66	\$ 22,822,070.43	\$ 19,820,135.53	\$ 68,605,230.47

FUND	BANK			
	FUND BALANCE	LESS: CERT. OF DEPT/ OUTSTNDG DEPT/ OTHER ITEMS	PLUS: CHECKS OUTSTANDING	BANK BALANCE
OPERATING *	\$ 64,010,523.66	\$ 224,222.16 58,500,000.00	\$ 978,328.76	6,264,630.26
OTHER				
D A FORFEITED PROPERTY FUND	34,240.07	425.60		33,814.47
SHERIFF NARCOTIC FORFEITURES	53,944.76		82.00	54,026.76
CERT OF OB-CRTHSE REF SERIES 2010	516,705.65	3,100.66		513,604.99
CERT OF OB-CRTHOUSE I&S SERIES 2012	31,352.84	29.81		31,323.03
CAL. CO FEES & FINES	114,351.13	11,833.60	5,251.70	107,769.23
MEMORIAL MEDICAL CENTER				
OPERATING +	902,241.81		1,214,570.68	2,116,812.49
MONEY MARKET	608,191.31			608,191.31
INDIGENT HEALTHCARE	9,170.71	4,154.31	569.51	5,585.91
PRIVATE WAIVER CLEARING FUND	436.73			436.73
CLINIC CONSTRUCTION SERIES 2014	542.50			542.50
NH ASHFORD	117,059.36			117,059.36
NH BROADMOOR	151,549.51			151,549.51
NH CRESCENT	259,054.49			259,054.49
NH FORT BEND	105,267.09			105,267.09
NH SOLERA	142,796.95			142,796.95
NH GOLDEN CREEK	82,119.70			82,119.70
NH SOLERA DACA	0.00			-
NH ASHFORD DACA	0.00			-
NH BROADMOOR DACA	0.00			-
NH GULF POINTE PRIVATE PAY	401.25			401.25
NH GULF POINTE MEDICAIDE/ MEDICARE	19,091.38			19,091.38
NH BETHANY SENIOR LIVING	197,696.28			197,696.28
NH TUSCANY VILLAGE	112,776.60			112,776.60
DRAINAGE DISTRICT:				
NO. 6	43,925.34		22.00	43,947.34
NO. 8	157,321.71		12.00	157,333.71
NO. 10 MAINTENANCE	110,429.45			110,429.45
NO. 11 MAINTENANCE/OPERATING	355,823.55	1,679.04		354,144.51
NO. 11 RESERVE	228,347.24			228,347.24
CALHOUN COUNTY WCID #1				
OPERATING ACCOUNT	143,911.25			143,911.25
PAYROLL TAX	1,420.05			1,420.05
CALHOUN COUNTY PORT AUTHORITY				
MAINTENANCE/OPERATING ****	92,662.23			92,662.23
CALHOUN COUNTY				
FROST BANK	1,875.87			1,875.87
TOTALS	\$ 68,605,230.47	\$ 58,745,445.18	\$ 2,198,836.65	\$ 12,058,621.94

**** THE DEPOSITORY FOR CALHOUN COUNTY WCID IS INTERNATIONAL BANK OF COMMERCE - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN CO. NAVIGATION DISTRICT IS FIRST NATIONAL BANK - PORT LAVACA

**** THE DEPOSITORY FOR CALHOUN COUNTY FROST IS FROST BANK - AUSTIN, TEXAS

**** EASTWEST BANK CDs - \$ 23,910,042.61

**** NEXBANK MONEY MKT ACCT - DALLAS, TEXAS - \$ 37,498,291.89

THE DEPOSITORY FOR ALL OTHER COUNTY FUNDS IS PROSPERITY BANK, PORT LAVACA

Court costs and fees collected and reported may not be current and up-to-date due to non-compliance by other county offices. I hereby certify that the current balances are correct to all monies that have been received by the County Treasurer as of the date of this report.

Rhonda S. Kokena
RHONDA S. KOKENA
COUNTY TREASURER

Paul H. ...
8-28-2020

REVISED

CALHOUN COUNTY TREASURER'S OFFICE
QUARTERLY STATEMENT OF BALANCES

FUND NAME	Balance 07/01/24	FUND NAME	Balance 03/31/24
GENERAL	44,676,514.95	FINES AND COURT COSTS HOLDING FUND	7,847.31
AIRPORT MAINTENANCE	43,658.88	INDIGENT CIVIL LEGAL SERVICE	57.30
APPELLATE JUDICIAL SYSTEM	414.62	JUDICIAL FUND (ST. COURT COSTS)	-
COURT FACILITY FEE FUND	14,484.87	JUDICIAL & COURT PERSONNEL TRAINING FUND	9.49
COASTAL PROTECTION FUND	3,647,131.30	JUDICIAL SALARIES FUND	326.69
COUNTY AND DIST COURT TECH FUND	9,992.16	JUROR DONATION-TX CRIME VICTIMS FUND	1,068.00
COUNTY CHILD ABUSE PREVENTION FUND	959.71	JUVENILE PROBATION RESTITUTION	202.57
COUNTY CHILD WELFARE BOARD FUND	2,049.60	LIBRARY GIFT AND MEMORIAL	42,626.71
COUNTY JURY FUND	4,222.69	MISCELLANEOUS CLEARING	15,187.48
COURTHOUSE SECURITY	284,177.50	STATE CRIMINAL NON DISCLOSURE FEE FUND	2,000.00
COURT INITIATED GUARDIANSHIP FUND	18,706.37	REFUNDABLE DEPOSITS	945.55
DIST CLK RECORD PRESERVATION FUND	42,810.41	STATE CIVIL FEE FUND	141.15
COURT REPORTERS SERVICE FUND	1,416.58	CIVIL JUSTICE DATA REPOSITORY FUND	1.99
CO CLK RECORDS ARCHIVE FUND	354,238.91	JURY REIMBURSEMENT FEE	228.28
COUNTY SPECIALTY COURT FUND	13,360.65	STATE CONSOLIDATED CIVIL FEE FUND	3,935.68
COUNTY DISPUTE RESOLUTION FUND	14,380.10	SUBTITLE C FUND	3,482.58
DONATIONS	154,696.46	SUPP OF CRIM INDIGENT DEFENSE	79.17
DRUG/DWI COURT PROGRAM FUND-LOCAL	27,223.66	TIME PAYMENTS	141.15
JUVENILE CASE MANAGER FUND	6,352.42	TRAFFIC LAW FAILURE TO APPEAR	663.32
FAMILY PROTECTION FUND	14,680.22	UNCLAIMED PROPERTY	45,483.20
JUVENILE DELINQUENCY PREVENTION FUND	9,394.64	TRUANCY PREVENTION AND DIVERSION FUND	177.00
GRANTS	1,002,526.67	BOOT CAMP/JJAEP	147.43
JUSTICE COURT TECHNOLOGY	94,048.65	JUVENILE PROBATION	437,330.40
JUSTICE COURT BUILDING SECURITY FUND	4,831.83		
LATERAL ROAD PRECINCT #1	3,740.03	TOTAL OPERATING FUNDS	61,683,523.85
LATERAL ROAD PRECINCT #2	3,740.03	DA FORFEITED PROPERTY FUNDS	34,358.62
LATERAL ROAD PRECINCT #3	3,740.03	SHERIFF NARCOTICS FORFEITURES	55,319.73
LATERAL ROAD PRECINCT #4	3,740.03	CERT OF OB-CRTHOUSE I&S SERIES 2010	526,977.02
LANUAGE ACCESS FUND	3,740.03	CERT OF OB-CRTHOUSE I&S SERIES 2012	31,440.16
JUROR DONATIONS - HUMANE SOCIETY	4,282.60	CAL CO FEES & FINES	122,865.29
JUROR DONATIONS VETERANS SERVICES	3,497.64	TOTAL OTHER COUNTY FUNDS	770,760.82
JUSTICE COURT SUPPORT FUND	1,544.33		
PRETRIAL SERVICES FUND	17,582.22	MEMORIAL MEDICAL CENTER	
LOCAL TRUANCY PREVENTION/DIVERSION FUND	89,752.30	OPERATING	757,114.47
LAW LIBRARY	31,476.70	INDIGENT HEALTH CARE	9,201.24
LAW ENF OFFICERS STD. EDUC. (LEOSE)	206,533.83	PRIVATE WAIVER CLEARING FUND	437.28
POC COMMUNITY CENTER	30,322.23	CLINIC CONSTRUCTION SERIES 2014	543.19
RECORDS MANAGEMENT-DISTRICT CLERK	43,099.00	NH ASHFORD	251,830.34
RECORDS MANAGEMENT-COUNTY CLERK	204.56	NH BROADMOOR	212,402.73
RECORDS MGMT & PRESERVATION	254,144.38	NH CRESCENT	189,021.06
ROAD & BRIDGE GENERAL	70,936.20	NH FORT BEND	61,978.71
OPIOD REMEDIATION FUND	1,443,448.63	NH SOLERA	143,601.61
SMILE PIER/BOAT RAMP INSUR/MAINT	40,503.06	NH GOLDEN CREEK	67,524.71
CAPITAL PROJ - BOGGY BAYOU NATURE PARK	15,744.42	NH SOLERA DACA	-
CAPITAL PROJ - AMERICAN RESCUE PLAN ACT 2021	393,883.07	NH ASHFORD DACA	-
CAPITAL PROJ - KING FISHER BEACH PARK	690,202.93	NH BROADMOOR DACA	-
CAPITAL PROJ MAG_INDIANOLA BEACH PAVILIONS	48,615.00	NH GULF POINT - PRIVATE PAY	394.27
CAPITAL PROJ - CDBG DR INFRASTRUCTURE	167,186.67	NH GULF POINT PLAZA MEDICARE/MEDICAID	30,220.73
CAPITAL PROJ - CDBG - MIT INFRASTRUCTURE	783,465.06	NH BETHANY SENIOR LIVING	277,431.74
CAPITAL PROJ CHOCOLATE BAYOU BOAT RAMP	499,999.77	NH TUSCANY	304,030.78
CAPITAL PROJ - ELECTION MACHINES	169,595.01	MONEY MARKET	609,981.25
CAPITAL PROJ -LOCAL ASSISTANCE/TRIBAL CONSI	(0.00)	TOTAL MEMORIAL MEDICAL CENTER	2,915,624.11
CAPITAL PROJ - RB INFRASTRUCTURE	161,184.74		
CAPITAL PROJ ENERGY TRZ #1	224,245.44	DRAINAGE DISTRICTS	
CAPITAL PROJ AIRPORT RUNWAY IMPROVEMENTS	149,841.30	NO. 6	44,153.95
CAPITAL PROJ MAGNOLIA BEACH EROSION CONT	77,461.35	NO. 8	157,735.98
CAPITAL PROJ EVENT CENTER	70,000.00	NO. 10-MAINTENANCE	110,964.75
CAPITAL PROJ FIRE TRUCKS & SAFETY EQUIP	79,927.09	NO. 11-MAINTENANCE/OPERATING	361,808.36
CAPITAL PROJ - GREEN LAKE PARK	6,448.68	NO. 11-RESERVE	228,637.35
CAPITAL PROJ HATERIUS PARK/BOAT RAMP	8,984.79	TOTAL DRAINAGE DISTRICTS	903,300.39
CAPITAL PROJ HOG BAYOU IMPROVEMENTS	6,276.69		
CAPITAL PROJ PORT ALTO PUBLIC BEACH	0.00	CALHOUN COUNTY WCID #1	
CPRJ - SWAN POINT SHORELINE RESTORATION	98,776.00	OPERATING ACCOUNT	348,151.58
CAPITAL PROJ HURRICANE HARVEY FEWA	-	PAYROLL TAX	1,226.92
CAPITAL PROJ IMPROVEMENTS PROJECTS	-	TOTAL WCID	347,378.50
CPRJ - SWAN POINT BULKHEAD IMPROVEMENT	15,000.00		
CAPITAL PROJ HOSPITAL IMPROVEMENTS	2,336,941.55	CALHOUN COUNTY PORT AUTHORITY	
CAPITAL PROJ -MMC LOANS	2,350,000.00	MAINTENANCE AND OPERATING	\$ 94,954.06
ARREST FEES	1,075.55		
BAIL BOND FEES (HB 1940)	795.00	CALHOUN COUNTY	
CONSOLIDATED COURT COSTS (NEW)	1,555.39	FROST BANK	\$ 1,870.87
CONSOLIDATED COURT COSTS 2020	15,943.83		
DNA TESTING FUND	250.39	TOTAL FUNDS	\$ 66,717,412.60
DRUG COURT PROGRAM FUND - STATE	7.87		
ELECTION SERVICES CONTRACT	72,369.11		
ELECTRONIC FILING FEE FUND	32.28		
EMS TRAUMA FUND	697.92		

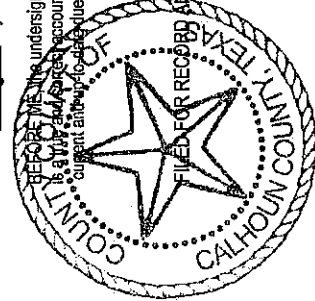
We the undersigned County Judge and Commissioners in and for Calhoun County, Texas hereby certify that we have made an examination of the County Treasurer's quarterly report, filed with us on this day and have found the same to be correct and in due order.

Richard Meyer, County Judge
Vicki Lyles, Commissioner P&C

David Hall, Commissioner Pat 1
Gary Reese, Commissioner Pat 4

SWORN TO AND SUBSCRIBED BEFORE ME, County Judge, and County Commissioners of said Calhoun County each respectively, on this 28 day of AUGUST, 2024.

Notary Public in and for the State of Texas, on this day personally appeared Rhonda S. Kokena, County Treasurer of Calhoun County, who says that the within and foregoing report is a true and correct accounting of all monies received by the County Treasurer as of the date of this report. However, court costs and fees collected and reported may not be current and may be subject to non-compliance by other county offices.



Rhonda S. Kokena, County Treasurer
Anna Goodman, County Clerk

18

18. Approval of bills and payroll. (RHM)

MMC Bills:

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

County Bills:

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

adjourned 10:40am

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---August 28, 2024

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES/PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 1,069,274.98	✓
TOTAL TRANSFERS BETWEEN FUNDS	\$ 480,711.38	✓
TOTAL NURSING HOME UPL EXPENSES	\$ 2,005,567.93	✓
TOTAL INTER-GOVERNMENT TRANSFERS	\$ 318,325.99	✓
GRAND TOTAL DISBURSEMENTS APPROVED August 28, 2024	\$ 3,873,879.28	✓

August 28, 2024

APPROVAL LIST - 2024 BUDGET
COMMISSIONERS COURT MEETING OF

08/28/24

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 22

\$205,646.07

AFLAC

PRINCIPAL FINANCIAL GROUP

SEPTEMBER 2024 PREMIUMS

SEPTEMBER 2024 PREMIUMS

P/R

\$

2,063.29

P/R

\$

1,699.60

TOTAL VENDOR DISBURSEMENTS:

\$

209,408.96

PAYROLL ON AUGUST 30, 2024

P/R

\$

416,188.04

TOTAL PAYROLL AMOUNT:

\$

416,188.04

GENERAL FUND TO AIRPORT FUND PER 2024 BUDGET ADJUSTMENT

\$

21,000.00

TOTAL GOVT. INTERFUND TRANSFER AMOUNT:

\$

21,000.00

TOTAL AMOUNT FOR APPROVAL:

\$

646,597.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	FILTER TECHNOLOGY CO., INC.	2216	122812	MAINT 8/13 (4) FILTERS	105.45	
			53610	TOTAL MAINTENANCE SOLUTIONS	3620	INV1302...	MAINT 8/8 RELIEF VALVE, DIAPHRAGM, DISC SLOAN	208.92	
			53610	GULF COAST HARDWARE LLC	63196	191257	MAINT 8/13 HARDWARE	3.46	
			53610	GULF COAST HARDWARE LLC	63196	191456	MAINT 8/19 BRASS EXT TUBE	19.99	
			53610	GULF COAST HARDWARE LLC	63196	191467	MAINT 8/19 PVC PIPE	7.59	
			53610	GULF COAST HARDWARE LLC	63196	191571	MAINT 8/22 BARRICADE TAPE	9.59	
			53610	TEMPSET CONTROLS INC	7874	14944	MAINT 6/4 (4) DAMPER ACTUATORS	984.00	
			53640	GULF COAST PAPER CO INC	2619	2561368	MAINT 8/13 GLASS CLNR, DEODERIZER, PAPER TOWELS, TISSUE	1,341.65	
			53640	GULF COAST PAPER CO INC	2619	2563756	MAINT 8/20 MOP HEAD	15.25	
			53640	GULF COAST PAPER CO INC	2619	2563757	MAINT 8/20 CLEANER	94.32	
MISCELLANEOUS			63920	VCS SECURITY SYSTEMS, INC.	8244	270666	MAINT 5/23 MAY 2024 ACCESS CNTRL @ BAUER	62.95	
			63920	VCS SECURITY SYSTEMS, INC.	8244	271812	MAINT 6/25 JUNE 2024 ACCESS CNTRL @ BAUER	62.95	
			63920	VCS SECURITY SYSTEMS, INC.	8244	272855	MAINT 7/25 JULY 2024 ACCESS CNTRL @ BAUER	62.95	
			63920	VCS SECURITY SYSTEMS, INC.	8244	273836	MAINT 8/26 AUG 2024 ACCESS CNTRL @ BAUER	62.95	
			63464	TEMPSET CONTROLS INC	7874	14945	MAINT 6/4 FURNISH, TERMINATE & TEST CNTRL VALVE @ JAIL	2,240.00	
			63464	TEMPSET CONTROLS INC	7874	14946	MAINT 6/4 FURNISH, TERMINATE & TEST CNTRL VALVE @ JAIL	420.00	
			66192	AT&T MOBILITY	5209	3615502...	MAINT 8/12 ACT# 287022659855 PHONE 7/13-8/12	220.34	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
UTILITIES-AG BLDG/FAIRGROUNDS			66602	CITY OF PORT LAVACA	861	1415150...	MOSQ/BAUER/AG 8/19 ACT# 14-1515-00 WATER 7/15- 8/15	58.11	
			66602	CITY OF PORT LAVACA	861	1415200...	MOSQ/BAUER/AG 8/19 ACT# 14-1520-00 WATER 7/15- 8/15	94.00	
			70750	COASTAL REFRIGERATION	812	8623178	MAINT 8/12 REPL OUTSIDE CONDENSING UNIT @ BAUER	4,121.60	
		CAPITAL OUTLAY-ROOF(S)	70825	G&W ENGINEERS, INC.	2601	5310026...	MAINT 8/12 ENG & SURVEYING- ANNEX BLDG ROOF IMPR	1,000.00	
BUILDING MAINTENANCE	Total 170							11,196.07	0.00
COMMISSIONERS COURT	230	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	39917856	COM CRT 8/7 PRINTER INK	215.08	
		CAPITAL OUTLAY	70750	G&W ENGINEERS, INC.	2601	5310025...	COM CRT 8/12 ENG SVCS- PKNG LOT IMPR- CH & MUSEUM	1,800.00	
COMMISSIONERS COURT	Total 230							2,015.08	0.00
CONTINGENCIES	240	GROUP INSURANCE	51920	RELIANCE STANDARD LIFE	6927	PO0822...	CALCO 8/21 SEPTEMBER 2024 PREMIUMS		0.08
CONTINGENCIES	Total 240							0.00	0.08
COUNTY AUDITOR	190	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	39855900	AUDITOR 8/2 LEGAL FILE JACKETS	71.00	
			53020	QUILL LLC	6602	39861120	AUDITOR 8/2 FILE FOLDERS, BATTERIES, CALCULATOR RIBBON	168.43	
			53020	THOMSON REUTERS - WEST	8612	8505198...	AUDITOR 7/31 2024 TX PRACTICE SERIES V35, V36, V35A	750.00	
		MACHINE MAINTENANCE	63500	CSI	8885	129987	AUDITOR 8/15 SEPT 2024 ALARM MONITORING	35.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY AUDITOR	Total 190								
COUNTY CLERK	250	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	163974	CO CLK 8/1 WATER	1,024.43	0.00
COUNTY CLERK	Total 250		53020	AQUA BEVERAGE CO	89	166326	CO CLK 8/13 WATER	29.00	
COUNTY CLERK								29.00	
COUNTY CLERK								58.00	0.00
COUNTY COURT-AT-LAW	410	ADULT ASSIGNED-ATTORNEY FEES	60050	FAIRES MARVIN L JR	2400	2024124	CRT@LAW1 8/12 C# 2024-CR-0125-CC S. HOSTETTER	325.00	
COUNTY COURT-AT-LAW	Total 410							325.00	0.00
COUNTY JUDGE	260	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	39933151	CO JUDGE 8/7 CALENDAR	16.14	
COUNTY JUDGE	Total 260							16.14	0.00
COUNTY TREASURER	210	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	39839433	TREAS 8/1 INK REFILLS	8.98	
COUNTY TREASURER			53020	QUILL LLC	6602	39969778	TREAS 8/9 COFFEE FILTERS	74.69	
COUNTY TREASURER			53020	QUILL LLC	6602	39978758	TREAS 8/9 INK REFILL, COFFEE	67.62	
COUNTY TREASURER	Total 210								
COUNTY TREASURER								151.29	0.00
DISTRICT ATTORNEY	510	GENERAL OFFICE SUPPLIES	53020	VICTORIA ADVOCATE PUBLISHING	8225	81031/2...	DA 8/4 ANNUAL SUBS RENEWAL	197.60	
DISTRICT ATTORNEY		POSTAGE	64790	PITNEY BOWES GLOBAL FIN. SERV.	6268	3319488...	DA 8/11 POSTAGE METER LEASE 6/30- 9/29	279.45	
DISTRICT ATTORNEY		WITNESS FEES	66980	FORENSIC SOLUTIONS INC	22920	POS108...	DA 8/12 C# 2023-CR-8857-DC DOWNS TRIAL	5,475.00	
DISTRICT ATTORNEY	Total 510							5,952.05	0.00
DISTRICT CLERK	420	PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	37195259	DIST CLK 8/12 COPIER LEASE	244.00	
DISTRICT CLERK	Total 420							244.00	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ELECTIONS	270	TRAVEL OUT OF COUNTY	66498	ORTA MARY ANN	5830	PO8164	ELEC 8/16 TRAVEL REIMB-AUSTIN, TX 8/11- 8/14	41.86	
			66498	OCHOA AMY	6638	PO82024	ELEC 8/16 TRAVEL REIMB-AUSTIN, TX 8/11- 8/14	15.42	
ELECTIONS	Total 270							57.28	0.00
EMERGENCY COMMUNICATION DIVISION	635	BUILDING-EMERGENCY COMMUNICATIONS	70654	G&W ENGINEERS, INC.	2601	5310020...	CAP PROJ 8/12 COMB DISP BLDG 7/1- 8/4 TAS INSPECT	1,056.00	
EMERGENCY COMMUNICATION DIVISION	Total 635							1,056.00	0.00
EMERGENCY MEDICAL SERVICES	345	BUILDING SUPPLIES/PARTS	53610	GULF COAST PAPER CO INC	2619	2561365	EMS 8/13 DISH SOAP, WIPES	126.52	
			53610	GULF COAST PAPER CO INC	2619	2561366	EMS 8/13 TRASH BAGS, PAPER TOWELS, TISSUE, WIPES	362.53	
		SUPPLIES/OPERATING EXPENSES	53980	AIRGAS USA, LLC	136	5509932...	EMS 7/31 JULY 2024 CYLINDER RENTAL	1,587.87	
			53980	BOUND TREE MEDICAL, LLC	412	85439594	EMS 8/5 SYRINGES	14.00	
			53980	BOUND TREE MEDICAL, LLC	412	85443217	EMS 8/7 RX DESTROYER	322.54	
			53980	BOUND TREE MEDICAL, LLC	412	85446034	EMS 8/9 DEFIB PADS, TRAINING VALVE, FACE SHIELD	1,495.22	
			53980	MEMORIAL MEDICAL CENTER	5099	14	EMS 8/9 WHOLE BLOOD	418.00	
		COLLECTIONS-ACCOUNTS RECEIVABLE	60890	EMERGICON LLC	2870	15089	EMS 7/31 JULY 2024 COLLECS	14,148.06	
		MACHINE MAINTENANCE	63500	PORT LAVACA DODGE	6227	71218	EMS 8/13 INDICATOR LIGHT- M5	58.59	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615504...	EMS 8/11 ACT# 826401254 AMB W/FI 8/12- 9/11	327.16	
		UNIFORMS	66590	FIRST RESPONDER OUTFITTERS INC	22130	69733	EMS 7/9 UNIFORM SHIRTS	171.50	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
EMERGENCY MEDICAL SERVICES	Total 345							19,771.05	0.00
		UTILITIES	66590	EMBLEM ENTERPRISES INC	7889	927304	EMS 8/5 UNIFORM CAP PATCHES	455.88	
			66600	WHITE TRASH SERVICES	1952	227072	EMS 5TH 8/19 SEPT 2024 TRASH	103.04	
			66600	CTTY OF PORT LAVACA	861	1452250...	EMS 8/19 ACT# 14-5225-00 WATER 7/15- 8/15	180.14	
EXTENSION SERVICE	110	GENERAL OFFICE SUPPLIES	53020	DRIESSEN WATER INC	6245	4558986	EXT SVC 7/18 WATER	37.20	
			53020	DRIESSEN WATER INC	6245	4609103	EXT SVC 7/31 WATER- LATE FEE	5.59	
		COPY MACHINE LEASE	61340	XEROX CORPORATION	9001	0218262...	EXT SVC 8/2 COPIER LEASE 6/21- 7/28	150.48	
EXTENSION SERVICE	Total 110							193.27	0.00
FIRE PROTECTION-SEADRIFT	690	SUPPLIES/OPERATING EXPENSES	53980	TEXAS FACILITIES COMMISSION	7985	1741138	SEA VFD 8/16 HEADLIGHT, KIT COVER	600.00	
FIRE PROTECTION-SEADRIFT	Total 690							600.00	0.00
JAIL OPERATIONS	180	JAIL MAINTENANCE/SUPPLIES	53420	GULF COAST PAPER CO INC	2619	2559053	JAIL 8/6 CLEANERS, LAUNDRY SOAP	747.74	
			53420	GULF COAST PAPER CO INC	2619	2561360	JAIL 8/13 ARMOR ALL	86.29	
			53420	GULF COAST PAPER CO INC	2619	2561455	JAIL 8/13 TRASH BAGS, PAPER TOWELS	956.70	
		MISCELLANEOUS	63920	CRIST JEREMY	3873	005054	JAIL 8/8 KITCHEN EXHAUST CLEANING	915.00	
		PHYSICALS	64670	MEMORIAL MEDICAL CENTER	5099	1174869...	JAIL 8/5 EMPLOYEE DRUG SCREEN- CAMPBELL	14.97	
		TRAVEL ADVANCE SUSPENSE	66448	DENTON BECKY	EM...	PO1808...	JAIL 8/14 TRAVEL ADV- GALVESTON, TX 9/8- 9/13	270.00	
			66448	PRUITT CARISSA	EM...	PO1808...	JAIL 8/14 TRAVEL ADV- GALVESTON, TX 9/8- 9/13	270.00	
		TRAVEL OUT OF COUNTY	66498	SMITH SARAH	EM...	PO1807...	JAIL 7/7 TRAVEL REIMB- HURRICANE BERYL 7/7- 7/8	69.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JAIL OPERATIONS	Total 180							3,329.70	0.00
JUSTICE OF PEACE-PRECINCT #3	470	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	39770017	JP3 7/30 (2) RUBBER STAMPS	54.38	
		UTILITIES	66600	ADT SECURITY SERVICES	9766	1081407...	JP3 8/9 SECURITY SVCS 8/28- 11/27	451.95	
JUSTICE OF PEACE-PRECINCT #3	Total 470							506.33	0.00
JUVENILE COURT	500	JUVENILE DETENTION SERVICES	63110	36th JUDICIAL DISTRICT	3897	2024CA...	JUV CRT 8/9 JULY 2024 DETENTION SVCS	2,275.00	
			63110	NUECES COUNTY	5473	3490014...	JUV CRT 8/14 JULY 2024 DETENTION FEES (1) JUV	2,275.00	
JUVENILE COURT	Total 500							4,550.00	0.00
LIBRARY	140	INTERNET SERVICES	62955	FRONTIER COMMUNICATIONS	2855	3611970...	LIBRARY 8/10 A# 361-197-0199- 070623-5 INTERNET 8/10- 9/9	178.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615524...	LIBRARY 8/13 A# 361-552-4926- 101592-5 PHONE 8/13- 9/12	115.46	
			66192	FRONTIER COMMUNICATIONS	2855	3615527...	LIBRARY 8/13 A# 361-552-7323- 042491-5 PHONE 8/13- 9/12	231.39	
		TRAVEL IN COUNTY	66476	ASHLEY KELLEY	EM...	PO0821...	LIBRARY 8/21 IN-CNTY TRAVEL REIMB- SEAP/OC SRPs 6/4- 8/20	434.16	
		BOOKS & PRINT MATL-LIBRARY	70550	CENGAGE LEARNING, INC.	26020	84770360	LIBRARY 8/7 (7) BOOKS	224.73	
			70550	CENGAGE LEARNING, INC.	26020	84782181	LIBRARY 8/9 (3) BOOKS	82.47	
			70550	BAKER & TAYLOR CENTER POINT LARGE PRINT	403	5019038...	LIBRARY 7/31 (20) BOOKS	292.18	
			70550		776	2110145	LIBRARY 8/1 (2) BOOKS	50.34	
		E-FORMAT/DIGITAL MATL-LIBRARY	71146	CREATIVE EMPIRE LLC	22300	INV0139...	LIBRARY 4/12 LITTLE PIM SUBS 5/1/24- 4/30/25	400.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			71146	CREATIVE EMPIRE LLC	22300	INV0139...	LIBRARY 4/12 AMERICAN SIGN LANG SUBS 5/1/24-4/30/25	400.00	
			71146	CREATIVE EMPIRE LLC	22300	INV0139...	LIBRARY 4/12 MANGO CONV ENT SUBS 5/1/24-4/30/25	1,280.00	
LIBRARY	Total 140							3,688.73	0.00
MISCELLANEOUS	280	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3611970...	CH 8/13 ACT# 361-197-0090-041323-5 PHONE 8/13-9/12	655.26	
			66192	FRONTIER COMMUNICATIONS	2855	3615521...	MODEM 8/16 ACT# 361-552-1476-082207-5 8/16-9/15	79.94	
			66192	FRONTIER COMMUNICATIONS	2855	3615534...	CH/ANNEX 8/13 ACT# 361-553-4465-011607-5 PHONE 8/13-9/12	1,946.26	
			66192	FRONTIER COMMUNICATIONS	2855	3615534...	ANNEX 8/13 ACT# 361-553-4645-012307-5 PHONE 8/13-9/12	278.21	
MISCELLANEOUS	Total 280							2,959.67	0.00
NO DEPARTMENT	999	ACCURED MISCELLANEOUS2	20537	MASA	5569	1904250	CALCO 8/21 SEPT 2024 PREMIUMS	1,791.96	
		ACCURED INSURANCE-LT/ST DISABILITY	20566	RELIANCE STANDARD LIFE	6927	PO0822...	CALCO 8/21 SEPTEMBER 2024 PREMIUMS	1,960.34	
		ACCURED INSURANCE-VOLUNTARY TERM LIFE	20572	RELIANCE STANDARD LIFE	6927	PO0822...	CALCO 8/21 SEPTEMBER 2024 PREMIUMS	2,856.37	
		ACCURED INSURANCE-VOLUNTARY ADandD	20573	RELIANCE STANDARD LIFE	6927	PO0822...	CALCO 8/21 SEPTEMBER 2024 PREMIUMS	300.90	
		RENTAL DEPOSITS	20820	HERNANDEZ DOMINGA	RF3...	1925	BAUER 5/8 DEPOSIT REFUND	250.00	
			20820	RODRIGUEZ IMELDA	RF3...	1937	BAUER 8/9 DEPOSIT REFUND	250.00	

CALHOUN COUNTY, TEXAS
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Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	Total 999							7,859.57	0.00
REVENUE	001	FEES-EMERGENCY MEDICAL SERVICES	44395	MOLINA HEALTHCARE OF	RF3...	1100041...	EMS 8/12 REFUND OF INSURANCE OVERPMNT	344.98	
REVENUE	Total 001							344.98	0.00
ROAD AND BRIDGE-PRECINCT #1	540	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	166341	RB1 8/13 WATER	17.25	
		MACHINERY PARTS/SUPPLIES	53210	O REILLY AUTO PARTS	5803	0575383...	RB1 8/14 BULB, TAIL LIGHT-#341	15.92	
		ROAD & BRIDGE SUPPLIES	53510	QUALITY HOT MIX INC	6603	28985	RB1 8/14 78-94T PB#3	6,390.19	
		TIRES AND TUBES	53520	CARY'S TIRE & AUTOMOTIVE LLC	89820	30829	RB1 8/14 TIRE- #0333	249.47	
		INSECTICIDES/PESTICIDES	53630	TARGET SPECIALTY PRODUCTS	99900	INV/P50...	RB1 8/19 TOTE- BVA 13 UVL DILUENT	3,080.00	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2561363	RB1 8/13 XTREME WASH & WAX	71.87	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63191	191058	RB1 8/6 MISC SHOP SUPP	48.26	
			53992	GULF COAST HARDWARE LLC	63191	191301	RB1 8/14 KEY	3.39	
			53992	GULF COAST HARDWARE LLC	63191	191302	RB1 8/14 AA BATTERIES	11.99	
			53992	B-GREENER INDUSTRIAL CLEANERS	77	996	RB1 8/19 DEGREASER	442.50	
		BLDG REPAIRS-PARKS	60370	GULF COAST HARDWARE LLC	63191	191267	RB1 8/13 MISC SUPP- CHOC BAY RR REPAIRS	13.71	
		EQUIPMENT RENTAL	62510	AIRGAS USA, LLC	136	5509950...	RB1 7/31 JULY 2024 CYLINDER RENTAL	97.81	
		MACHINERY/EQUIPMENT REPAIRS	63530	STAR W EQUIPMENT REPAIR INC	741	6179	RB1 8/11 LABOR & REPAIRS- #0264	350.00	
		UTILITIES-PARKS	66614	CITY OF PORT LAVACA	861	1421050...	CHOC BAY PK 8/19 ACT# 14-2105-00 WATER 7/15- 8/15	85.13	
			66614	CITY OF PORT LAVACA	861	1421100...	CHOC BAY PK 8/19 ACT# 14-2110-00 WATER 7/15- 8/15	40.61	

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1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ROAD AND BRIDGE-PRECINCT #1	Total 540							10,918.10	0.00
		MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB2 8/15 ALTERNATOR, BOLTS, WASHERS- DUMP TRUCK	279.88	
			53210	VICTORIA FARM EQUIPMENT CO INC	8207	69767	RB2 8/13 RHINO SHREDDER PARTS	2,560.01	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4201761...	RB2 8/13 SCRAPER MAT	5.92	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4201761...	RB2 8/13 UNIFORMS	89.90	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615529...	RB2 8/13 ACT# 361-552-9656- 010165-5 PHONE 8/13- 9/12	183.40	
			66192	INFINIUM BROADBAND INTERNET	3378	84372	RB2 8/22 ACT# ACC0002074 INTERNET 8/22- 9/22	150.00	
ROAD AND BRIDGE-PRECINCT #2	Total 550							3,269.11	0.00
		MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB3 8/12 FILTER, LAMPS, GOVNR- U32 & DUMP TRUCK	185.16	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB3 8/13 BATTERY, CONNECTORS- MOSQUITO SPRAYER	61.43	
		GASOLINE/OIL/DIESEL/GRE...	53540	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB3 8/12 OIL	22.56	
		PIPE	53580	SOUTH TEXAS CORRUGATED PIPE	7624	2598	RB3 8/19 (2) CULVERTS	1,482.23	
		TOOLS	53595	GULF COAST HARDWARE LLC	63193	191209	RB3 8/12 TAPE MEAS, CUT WHEEL, BOLT EYE	68.90	
			53595	GULF COAST HARDWARE LLC	63193	191248	RB3 8/12 WRENCH, PLIERS	73.14	
			53595	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB3 8/12 DRILL IMPACT, DRIVE SOCKET, CHISEL SET	135.53	
		SUPPLIES-MISCELLANEOUS	53992	AIRGAS USA, LLC	136	9152527...	RB3 8/7 WELDING SUPP	109.43	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ROAD AND BRIDGE-PRECINCT #3	Total 560	EQUIPMENT RENTAL	62510	AIRGAS USA, LLC	136	5509927...	RB3 7/31 JULY 2024 CYLINDER RENTAL	125.90	
		GARBAGE COLL-OLIVIA	62672	WHITE TRASH SERVICES	1952	228120	RB3 8/19 SEPT 2024 TRASH	187.35	
		CAPITAL OUTLAY	70750	JACKSON ELECTRIC COOP, INC.	3802	0001	RB3 8/12 INSTALL GENERATORS @ OFFICE & FOREMAN BLDG	17,920.00	
		EQUIPMENT-PARKS	72400	INGRAM READYMIX INC.	3401	1169193	RB3 8/7 3YDS CONCRETE- FISHING TABLE PUMP- HATERIUS PK	624.00	
			72400	METAL MART 28	5028	0228020...	RB3 8/8 METAL & SUPP- FISHING TABLES @ HATERIUS PK	320.95	
			72400	METAL MART 28	5028	0228030...	RB3 8/8 ADHESIVE- FISHING TABLES @ HATERIUS PK	7.92	
			72400	COASTAL NAIL & TOOL LLC	9070	2408156...	RB3 8/8 BLDG SUPP- HATERIUS PK FISHING TABLE	1,397.22	
			72400	COASTAL NAIL & TOOL LLC	9070	2408156...	RB3 8/12 WEDGE ANCHORS- FISHING TABLES- HATERIUS PK	30.00	
								22,751.72	0.00
ROAD AND BRIDGE-PRECINCT #4	570	MACHINERY PARTS/SUPPLIES	53210	NUCES POWER EQUIPMENT	5449	48803V	RB4 8/14 BUMPER, BOLT	584.60	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301117...	RB4 8/14 DIESEL EXHAUST FLUID	139.90	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301117...	RB4 8/14 ENGINE MNT	75.65	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301117...	RB4 8/15 BULBS	13.80	
			53210	VICTORIA FARM EQUIPMENT CO INC	8207	69713	RB4 8/12 TRACTOR PARTS	1,762.98	
			53510	MAREK AND MAREK TRUCK WASH INC	4058	14967	RB4 8/5 161.60T 1-3/4" T LIMESTONE	5,733.57	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		SUPPLIES-MISCELLANEOUS	53510	QUALITY HOT MIX INC	6603	28986	RB4 8/14 26.13T HOT MIX COLD LAID	3,078.38	
			53992	POC HARDWARE & SUPPLY	6242	174308	RB4 6/25 TOWELS, BOLTS, PINS, MISC SUPP	82.81	
			53992	POC HARDWARE & SUPPLY	6242	174425	RB4 6/17 BLEACH, LOCK, PVC SUPP	152.83	
			53992	POC HARDWARE & SUPPLY	6242	174709	RB4 6/4 CAULK, STRTR FLUID, PADS, SOAP, LIGHTERS	45.43	
			53992	POC HARDWARE & SUPPLY	6242	174960	RB4 6/6 KEYS, MRKNG FLAGS	53.79	
			53992	POC HARDWARE & SUPPLY	6242	175286	RB4 6/3 BATTERIES, SCREWS	79.42	
			53992	CINTAS CORPORATION LOC. 083	958	4202332...	RB4 8/19 MISC SUPP	11.40	
		GARBAGE COLL-POC PARKS	62664	WHITE TRASH SERVICES	1952	227074	RB4 8/19 SEPT 2024 TRASH	346.68	
		GARBAGE COLL-SEADRIFT	62676	WHITE TRASH SERVICES	1952	227073	RB4 8/19 SEPT 2024 TRASH	624.02	
		MACHINERY/EQUIPMENT REPAIRS	63530	ROBBINS ALLEN LEE	52201	1203	RB4 8/16 REPL CRANK CASE FILTER	115.00	
			63530	ROBBINS ALLEN LEE	52201	1205	RB4 8/21 CHECK- NO OIL RESSURE, INSTALL MANUAL GAUGE	115.00	
			63530	ROMCO INC	5565	11310053	RB4 6/30 CHIP SPREADER REPAIRS	1,617.37	
		OUTSIDE SERVICES	64400	DOUGLAS EVA LEE	3778	AUG24	RB4 8/15 AUG 2024 CLEANING	300.00	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4202332...	RB4 8/19 UNIFORMS	102.11	
ROAD AND BRIDGE-PRECINCT #4	Total 570							15,034.74	0.00
SHERIFF	760	TIRES AND TUBES	53520	FIRESTONE OF PORT LAVACA LLC	5584	0086811	SO 8/19 TIRES- U39	50.00	
		AUTOMOTIVE REPAIRS	60360	AUTO ZONE	6	3512744...	SO 8/17 BUG REMOVER, OIL- U10	13.01	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
SHERIFF		MACHINE MAINTENANCE	63500	DIAMOND INSPECTIONS #2	1422	17082	SO 8/13 STATE INSPECTION	7.00	
			63500	DIAMOND INSPECTIONS #2	1422	17084	SO 8/13 STATE INSPECTION	7.00	
			63500	DIAMOND INSPECTIONS #2	1422	17087	SO 8/14 STATE INSPECTION	7.00	
			63500	KERRI BOYD, TAX ASSESSOR	4041	1346043...	SO 8/9 REGISTRATION	7.50	
			63500	KERRI BOYD, TAX ASSESSOR	4041	1388616...	SO 8/11 REGISTRATION	7.50	
			63500	KERRI BOYD, TAX ASSESSOR	4041	1437621...	SO 8/9 REGISTRATION	7.50	
		PHYSICALS	64670	MEMORIAL MEDICAL CENTER	5099	1174869...	SO 7/2 ALCOHOL/DRUG SCREEN- HOLT	41.00	
			64670	MEMORIAL MEDICAL CENTER	5099	1174869...	SO 8/5 EMPLOYEE DRUG SCREENS- HARRELSON, ONEILL	82.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	2100064...	SO 8/13 ACT# 210-006-4378-100174-5 PHONE 8/13- 9/12	5.00	
		CAPITAL OUTLAY-INSURANCE RECOVERY	70760	JOHN WRIGHT & ASSOC, INC.	3812	55445	SO 7/1 RADAR TRAILER W/ LPR	46,195.00	
SHERIFF	Total 760							46,429.51	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MACHINERY/EQUIPMENT REPAIRS	63530	LOFTIN EQUIPMENT CO INC	4342	00041248	AIRPORT 8/12 REPL FRX ACTIVATOR BOARD-GENERATOR	2,173.12	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615520...	AIRPORT 8/13 ACT# 361-552-0903- 021369-5 PHONE 8/13- 9/12	109.32	
NO DEPARTMENT	Total 999							2,282.44	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
2697 - DONATIONS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MISCELLANEOUS	63920	CHS ATHLETIC BOOSTER CLUB INC.	1544	26	SO 8/12 2024 FOOTBALL PROGRAM AD	225.00	
NO DEPARTMENT	Total 999							225.00	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
2716 - GRANTS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	1904250	CALCO 8/21 SEPT 2024 PREMIUMS	3.84	
		ACCRUED INSURANCE-VOLUNTARY TERM LIFE	20572	RELIANCE STANDARD LIFE	6927	PO0822...	CALCO 8/21 SEPTEMBER 2024 PREMIUMS	2.43	
NO DEPARTMENT	Total 999							6.27	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
2731 - LAW LIBRARY FUND

<u>Dept Title</u>	<u>Dept C...</u>	<u>GL Title</u>	<u>GL Code</u>	<u>Vendor Name</u>	<u>Ver... ID</u>	<u>Document Number</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
NO DEPARTMENT	999	BOOKS-LAW	70500	THOMSON REUTERS - WEST	8612	8505748...	LAW LIBRARY 8/1 JULY 2024 WEST SUBS CHGS	1,330.29	
NO DEPARTMENT	Total 999							1,330.29	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
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	ACCRUED MISCELLANEOUS2	20537	MASA	5569	1904250	CALCO 8/21 SEPT 2024 PREMIUMS	1.20	
		ACCURIED INSURANCE-LT/ST DISABILITY	20566	RELIANCE STANDARD LIFE	6927	PO0822...	CALCO 8/21 SEPTEMBER 2024 PREMIUMS	1.24	
		RENTAL DEPOSITS	20820	KNIGHTS OF COLUMBUS #9088	4317	1006	POC CC 3/25 DEPOSIT REFUND	450.00	
		CLEANING-P.O.C. COMMUNITY CENTER	60870	RHYNE SERVICES LLC	14930	AUG24	POC CC 8/15 AUG 2024 CLEANING	600.00	
		MISCELLANEOUS	63920	POC HARDWARE & SUPPLY	6242	174425	POC CC 6/17 BATTERIES	11.99	
			63920	POC HARDWARE & SUPPLY	6242	174709	POC CC 6/4 HINGES, HOSE, BROOM, EXT CORD, HOSE REEL	120.15	
			63920	POC HARDWARE & SUPPLY	6242	174960	POC CC 6/6 CLNG SUPP, SQUEEGEE	63.15	
			63920	POC HARDWARE & SUPPLY	6242	175286	POC CC 6/3 DOOR SWEEPS, MOP BUCKET	103.97	
		UTILITIES-POC COMMUNITY CENTER	66616	WHITE TRASH SERVICES	1952	227451	POC CC 8/19 SEPT 2024 TRASH	346.68	
			66616	WHITE TRASH SERVICES	1952	227831	POC CC 8/19 SEPT 2024 ADDTL TRASH CHGS	262.30	
NO DEPARTMENT	Total 999							1,960.68	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
 5102 - C.PRI-AMERICAN RESCUE PLAN ACT OF 2021

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	BUILDING-EMERGENCY COMMUNICATIONS	70654	G&W ENGINEERS, INC.	2601	5310020...	CAP PROJ 8/12 COMB DISP BLDG 7/1- 8/4	1,125.00	
NO DEPARTMENT	Total 999							1,125.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
 5149 - CPRI-OLIVIA HATERIUS PARK IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES	53974	GULF COAST HARDWARE LLC	63193	190834	CAP PROJ 7/30 OHP IMPR- BRUSH, CAULK	29.70	
NO DEPARTMENT	Total 999							29.70	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
 5186 - CP PROJ-MAG BEACH RESTORATION/CRABBIN BR

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEERING SERVICES	62454	MOTT MACDONALD GROUP INC	3885	5075061...	CAP PROJ 8/13 MAT MT- CRABBIN BRIDGE 6/1- 7/31	2,536.00	
NO DEPARTMENT	Total 999							2,536.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
 5280 - CAPITAL PROJECT-HOSPITAL IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Van... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEER/SURVEYOR/AR...	62450	G&W ENGINEERS, INC.	2601	5310014...	CAP PROJ 8/12 ENG/SURVEYING- MMC HVAC & ROOF	12,500.00	
NO DEPARTMENT	Total 999							12,500.00	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 08.28.24
9200 - JUVENILE PROBATION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	1904250	CALCO 8/21 SEPT 2024 PREMIUMS	37.00	
		ACCRUED INSURANCE-VOLUNTARY TERM LIFE	20572	RELIANCE STANDARD LIFE	6927	PO0822...	CALCO 8/21 SEPTEMBER 2024 PREMIUMS	69.00	
		SUPPLIES/OPERATING EXPENSES	53980	QUILL LLC	6602	39861572	JUV PROB 8/2 FOLDERS, WHITEOUT, LYSOL, TONER, MISC SUPP	699.70	
		FAMILY CONFLICT RESOLUTION&SKILLS TRAINI	53980 62567	AQUA BEVERAGE CO YOUTH ADVOCATE PROGRAMS INC	89 9212	166353 0720242...	JUV PROB 8/13 WATER JUV PROB 8/13 JULY 2024 SVCS (6) JUV	17.25 5,889.00	
		PREVENTION & INTERVENTION - GRANT S	64839	YOUTH ADVOCATE PROGRAMS INC	9212	0720242...	JUV PROB 8/13 JULY 2024 SVCS (6) JUV	11,037.00	
		RESIDENT SERV & DETENT-PR&POST ADJUDICA	65543	NUCES COUNTY	5473	3490014...	JUV PROB 8/14 JULY 2024 DETENTION FEES (1) JUV	1,600.00	
NO DEPARTMENT	Total 999							19,348.95	0.00
Report Total								205,646.15	0.08

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---August 28, 2024

PAYABLES AND PAYROLL

8/22/2024 Weekly Payables	345,501.69
8/22/2024 Patient Refund	2,938.16
8/26/2024 HHSC (HVAC App. Fee) - Critical	5,000.00
8/26/2024 McKesson-340B Prescription Expense	10,984.66
8/26/2024 Amerisource Bergen-340B Prescription Expense	12,845.62
8/26/2024 Payroll Liabilities-Payroll Taxes	129,791.83
8/26/2024 Payroll	408,330.99

Prosperity Electronic Bank Payments

8/26/2024 90 Degree Benefits - employee insurance claims	48,413.00
8/26/2024 90 Degree Benefits - employee insurance claims	35,358.31
8/26/2024 HPHG - health insurance claim payments	68,065.05
8/26/2024 Sales Tax - Miscalculation for 3/31/24	1,222.67
8/26/2024 EClinicalWorks - EMR Outpatient Clinic	481.25
8/26/2024 Pay Plus-Patient Claims Processing Fee	341.35

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ **1,066,274.58**

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

8/22/2024 MMC Operating to Ashford-UHC QIPP Q3 2024	84,419.30
8/22/2024 MMC Operating to Solera-UHC QIPP Q3 2024	24,845.13
8/22/2024 MMC Operating to Fort bend-UHC QIPP Q3 2024	26,461.03
8/22/2024 MMC Operating to Broadmoor-UHC QIPP Q3 2024	31,449.36
8/22/2024 MMC Operating to The Crescent-Insurance payment deposited into MMC Operating in error/UHC QIPP YR7 June 2024	41,315.86
8/22/2024 MMC Operating to Golden Creek Healthcare-Correction of insurance payment deposited into MMC Operating in error/UHC QIPP Q3 2024	144,974.07
8/22/2024 MMC Operating to Tuscany Village-Correction of insurance payment deposited into MMC operating in error/UHC QIPP Q3 2024	42,817.33
8/22/2024 MMC Operating to Bethany-Correction insurance payment deposited into MMC Operating in error/UHC QIPP Q3 2024	84,429.30

TOTAL TRANSFERS BETWEEN FUNDS \$ **480,711.38**

NURSING HOME UPL EXPENSES

8/26/2024 Nursing Home UPL-Cantex Transfer	1,191,699.57
8/26/2024 Nursing Home UPL-Nexion Transfer	123,234.65
8/26/2024 Nursing Home UPL-Tuscany Transfer	364,615.30
8/26/2024 Nursing Home UPL-HSL Transfer	144,081.74

QIPP CHECKS TO MMC

8/26/2024 Ashford - Wellpoint June & Q3 hospital portion	42,032.13
8/26/2024 Broadmoor -Wellpoint June & Q3 hospital portion	15,653.49
8/26/2024 Crescent - Wellpoint June & Q3 hospital portion	11,590.95
8/26/2024 Fort Bend - Wellpoint June & Q3 hospital portion	13,147.01
8/26/2024 Solera - Wellpoint June & Q3 hospital portion	12,507.62
8/26/2024 Golden Creek - Superior Q3 & YR5 Adj 3 hospital portion	22,542.54
8/26/2024 Bethany-Superior Q3 & YR5 Adj 3 hospital portion	14,921.82
8/26/2024 Tuscany - Wellpoint June & Q3 hospital portion	24,553.11

TRANSFER OF FUNDS BETWEEN NURSING HOMES

8/26/2024 Crescent to Tuscany -Tuscany insurance payment deposited into Crescent in error	17,500.00
8/26/2024 Tuscany to Crescent -Crescent insurance payment deposited into Tuscany in error	7,488.00

TOTAL NURSING HOME UPL EXPENSES \$ **2,008,567.93**

INTER-GOVERNMENT TRANSFERS

8/26/2024 IGT UC to be paid August 30, 2024	318,325.39

TOTAL INTER-GOVERNMENT TRANSFERS \$ **318,325.39**

GRAND TOTAL DISBURSEMENTS APPROVED August 28, 2024 \$ **3,873,879.28**

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

08/22/2024

12:42

AUG 22 2024

AP Open Invoice List

Due Dates Through: 09/13/2024

ap_open_invoice.template

Vendor# Vendor Name
11283 ✓ ACE HARDWARE 15521
CALHOUN COUNTY, TEXAS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 073124		08/19/202	07/31/202	09/11/202			748.93	0.00	0.00	748.93 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11283	ACE HARDWARE 15521	748.93	0.00	0.00	748.93

Vendor# Vendor Name
R1200 ✓ ADT COMMERCIAL

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 155993212		08/20/202	08/07/202	09/06/202			58.43	0.00	0.00	58.43 ✓

8.01.24 - 8.31.24

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
R1200	ADT COMMERCIAL	58.43	0.00	0.00	58.43

Vendor# Vendor Name
13180 ✓ ADVANCED STERILIZATION PRODUCT

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 8020716123		08/21/202	07/30/202	08/29/202			432.73	0.00	0.00	432.73 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
13180	ADVANCED STERILIZATION PRODUCT	432.73	0.00	0.00	432.73

Vendor# Vendor Name
A1746 ✓ ALPHA TEC SYSTEMS INC

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV00125397		08/21/202	06/11/202	06/26/202			142.76	0.00	0.00	142.76 ✓

SUPPORT

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
A1746	ALPHA TEC SYSTEMS INC	142.76	0.00	0.00	142.76

Vendor# Vendor Name
14028 ✓ AMAZON CAPITAL SERVICES

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1XTW1YLYCXHD		08/14/202	08/09/202	09/08/202			17.38	0.00	0.00	17.38 ✓

✓ 1PTVFXTGCGX11		08/14/202	08/09/202	09/08/202			290.53	0.00	0.00	290.53 ✓

✓ 1YJHHN7MC6PF		08/14/202	08/09/202	09/08/202			86.95	0.00	0.00	86.95 ✓

✓ 1HLQHJ9J361G		08/21/202	08/14/202	09/13/202			129.65	0.00	0.00	129.65 ✓

SUPPLIES

✓ 1GC41F3VFGJV		08/21/202	08/16/202	09/11/202			44.69	0.00	0.00	44.69 ✓

SUPPLIES

✓ 1XWP1MD7KCKK		08/21/202	08/17/202	09/11/202			61.48	0.00	0.00	61.48 ✓

SUPPLIES

✓ 11J9WHWQRDXJ		08/21/202	08/19/202	09/11/202			113.94	0.00	0.00	113.94 ✓

SUPPLIES

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14028	AMAZON CAPITAL SERVICES	744.62	0.00	0.00	744.62

Vendor# Vendor Name
A1748 ✓ AMERICAN CATHETER CORPORATION

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 48072		08/01/202	07/03/202	07/11/202			780.67	0.00	0.00	780.67 ✓

SUPPLIES

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
A1748	AMERICAN CATHETER CORPORATION	780.67	0.00	0.00	780.67

Vendor#	Vendor Name	Class	Pay Code
14684 ✓	AMERICAN TRAUMA SOCIETY		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 081924		08/20/202	08/19/202	08/19/202			540.00	0.00	0.00	540.00 ✓
~~081924~~		08/21/202	08/19/202	08/19/202			540.00	0.00	0.00	~~540.00~~

Trauma Injury Coding Course 11/18 - 11/19/24

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14684	AMERICAN TRAUMA SOCIETY	1,080.00	0.00	0.00	1,080.00

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
✓ 804793053		07/23/202	07/19/202	09/11/202			7.84	0.00	0.00	7.84
	INVENTORY									

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
A1360	AMERISOURCEBERGEN DRUG CORP	7.84	0.00	0.00	7.84

Vendor#	Vendor Name	Class	Pay Code
15456 ✓	AMERITEX ELEVATOR SERVICES INC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 20250102		08/19/202	08/01/202	08/01/202			750.00	0.00	0.00	750.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
15456	AMERITEX ELEVATOR SERVICES INC	750.00	0.00	0.00	750.00

Vendor#	Vendor Name	Class	Pay Code
14558 ✓	APRIL KUBALA		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 080824		08/21/202	08/08/202	08/08/202			60.00	0.00	0.00	60.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14558	APRIL KUBALA	60.00	0.00	0.00	60.00

LSVT Big Renewal Course Online

Vendor#	Vendor Name	Class	Pay Code
12800 ✓	AUTHORITYRX, LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 7000054395		08/21/202	08/13/202	08/14/202			11,511.53	0.00	0.00	11,511.53 ✓
	PHARM SVCS									

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12800	AUTHORITYRX, LLC	11,511.53	0.00	0.00	11,511.53

Vendor#	Vendor Name	Class	Pay Code
B1150 ✓	BAXTER HEALTHCARE	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 82540419		08/21/202	06/24/202	07/19/202			286.22	0.00	0.00	286.22 ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 82568295	SUPPLIES	08/21/202	07/01/202	07/26/202			21.76	0.00	0.00	21.76 ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 82573520	SUPPLIES	08/21/202	07/02/202	07/27/202			631.20	0.00	0.00	631.20 ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 82574640	SUPPLIES	08/21/202	07/02/202	07/27/202			3,071.40	0.00	0.00	3,071.40 ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 82579465	SUPPLIES	08/21/202	07/03/202	07/28/202			42.75	0.00	0.00	42.75 ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 82668606	SUPPLIES	08/21/202	07/29/202	08/23/202			192.25	0.00	0.00	192.25 ✓

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 82666530	PROP TAX	08/21/202	08/01/202	08/26/202			631.20	0.00	0.00	631.20 ✓

SUPPLIES

✓	82691174	08/21/202 08/02/202 08/27/202	3,071.40	0.00	0.00	3,071.40	✓
	SUPPLIES	lease 8.01.24 - 9.01.24					
✓	82696454	08/21/202 08/05/202 08/30/202	193.80	0.00	0.00	193.80	✓
	SUPPLIES						
✓	82714682	08/21/202 08/08/202 09/02/202	172.54	0.00	0.00	172.54	✓
	SUPPLIES						
✓	82722640	08/21/202 08/10/202 09/04/202	147.17	0.00	0.00	147.17	✓
	SUPPLIES						
✓	82744351	08/21/202 08/15/202 09/09/202	64.12	0.00	0.00	64.12	✓
	SUPPLIES						

Vendor Totals: Number Name

B1150 BAXTER HEALTHCARE

Gross Discount No-Pay Net
8,525.81 0.00 0.00 8,525.81

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	
✓ 111490986		08/01/202	08/08/202	09/07/202			345.68	0.00	0.00	345.68	✓
✓ 4543188		08/07/202	08/03/202	09/02/202			1,484.00	0.00	0.00	1,484.00	✓
✓ 111483511		08/07/202	08/05/202	08/30/202			745.01	0.00	0.00	745.01	✓
✓ 111483958		08/07/202	08/05/202	09/04/202			13,510.97	0.00	0.00	13,510.97	✓
✓ 111484282		08/07/202	08/06/202	08/31/202			202.23	0.00	0.00	202.23	✓
✓ 111486430		08/07/202	08/06/202	09/05/202			410.70	0.00	0.00	410.70	✓
✓ 111496640		08/12/202	08/12/202	09/11/202			2,274.21	0.00	0.00	2,274.21	✓
✓ 111491776		08/14/202	08/09/202	09/06/202			52.16	0.00	0.00	52.16	✓
✓ 111500613		08/21/202	07/13/202	08/07/202			137.12	0.00	0.00	137.12	✓
	SUPPLIES										
✓ 111499068		08/21/202	08/05/202	08/30/202			158.00	0.00	0.00	158.00	✓
	SUPPLIES										
✓ 111504786		08/21/202	08/05/202	08/30/202			199.80	0.00	0.00	199.80	✓
	SUPPLIES										
✓ 111500656		08/21/202	08/13/202	09/07/202			3,245.74	0.00	0.00	3,245.74	✓
	SUPPLIES										
✓ 111497765		08/21/202	08/13/202	09/07/202			309.15	0.00	0.00	309.15	✓
	SUPPLIES										
✓ 111499326		08/21/202	08/13/202	09/07/202			3,245.74	0.00	0.00	3,245.74	✓
	SUPPLIES										
✓ 111508969		08/21/202	08/19/202	09/13/202			137.12	0.00	0.00	137.12	✓

Vendor Totals: Number Name

B1220 BECKMAN COULTER INC

Gross Discount No-Pay Net
26,457.63 0.00 0.00 26,457.63

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	
✓ 176334		08/07/202	08/05/202	09/04/202			364.00	0.00	0.00	364.00	✓

Vendor Totals: Number Name

11224 CABLES AND SENSORS

Gross Discount No-Pay Net
364.00 0.00 0.00 364.00

Vendor# Vendor Name Class Pay Code
C1325 CARDINAL HEALTH 414, INC. W

✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
	8003593392		08/20/202	08/01/202	08/26/202			703.73	0.00	0.00	703.73	✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	C1325	CARDINAL HEALTH 414, INC.						703.73	0.00	0.00	703.73	
Vendor#	Vendor Name					Class	Pay Code					
14260	✓	CAREFUSION SOLUTIONS, LLC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
	10023388606		08/20/202	08/07/202	09/01/202			1,788.00	0.00	0.00	1,788.00	✓
✓	10023388614		08/20/202	08/07/202	09/01/202			2.00	0.00	0.00	2.00	✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	14260	CAREFUSION SOLUTIONS, LLC						1,790.00	0.00	0.00	1,790.00	
Vendor#	Vendor Name					Class	Pay Code					
C1992	✓	CDW GOVERNMENT, INC.					M					
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
	SQ58216		08/21/202	08/01/202	08/31/202			292.44	0.00	0.00	292.44	✓
✓	SR72852		08/21/202	08/05/202	09/04/202			4,055.94	0.00	0.00	4,055.94	✓
✓	SS75587		08/21/202	08/07/202	09/06/202			1,809.89	0.00	0.00	1,809.89	✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	C1992	CDW GOVERNMENT, INC.						6,158.27	0.00	0.00	6,158.27	
Vendor#	Vendor Name					Class	Pay Code					
12768	✓	CHEMAQUA										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
	8800190		08/20/202	08/10/202	08/20/202			593.69	0.00	0.00	593.69	✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	12768	CHEMAQUA						593.69	0.00	0.00	593.69	
Vendor#	Vendor Name					Class	Pay Code					
C1730	✓	CITY OF PORT LAVACA					W					
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
	081424		08/21/202	08/14/202	09/05/202			20.70	0.00	0.00	20.70	✓
✓	081424A		08/21/202	08/14/202	09/05/202			727.68	0.00	0.00	727.68	✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	C1730	CITY OF PORT LAVACA						748.38	0.00	0.00	748.38	
Vendor#	Vendor Name					Class	Pay Code					
15368	✓	COLONIAL PENN LIFE INSURANCE										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
	MYEWAY0001		08/21/202	08/12/202	08/12/202			20.00	0.00	0.00	20.00	✓
✓	KOPJAM0001		08/21/202	08/12/202	08/12/202			20.00	0.00	0.00	20.00	✓
✓	BLEEVE0001		08/21/202	08/12/202	08/12/202			20.00	0.00	0.00	20.00	✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net	
	15368	COLONIAL PENN LIFE INSURANCE						60.00	0.00	0.00	60.00	
Vendor#	Vendor Name					Class	Pay Code					
13052	✓	COURTNE THURLKILL										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
	081324		08/20/202	08/13/202	08/13/202			1,500.00	0.00	0.00	1,500.00	✓

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
12264	CROSSROADS MECHANICAL, INC			694.57	0.00	0.00	694.57
10205	08/21/202 07/26/202 08/26/202						
LABOR PLANT OPS							
12264	CROSSROADS MECHANICAL, INC			694.57	0.00	0.00	694.57
C1443	CYGNUS MEDICAL LLC			419.00	0.00	0.00	419.00
459454	08/21/202 08/08/202 09/07/202						
C1443	CYGNUS MEDICAL LLC			419.00	0.00	0.00	419.00
11368	CYRACOM LLC			431.34	0.00	0.00	431.34
2024051728	08/05/202 07/31/202 09/11/202						
11368	CYRACOM LLC			431.34	0.00	0.00	431.34
13032	DAWN MAREK			446.60	0.00	0.00	446.60
082124	08/22/202 08/21/202 08/21/202						
13032	DAWN MAREK			446.60	0.00	0.00	446.60
10368	DEWITT POTH & SON			225.99	0.00	0.00	225.99
7640400	08/01/202 08/09/202 08/03/202						
10368	DEWITT POTH & SON			225.99	0.00	0.00	225.99
14800	DIRECTV ENTERTAINMENT HOLDINGS			489.85	0.00	0.00	489.85
088862205X240812	08/20/202 08/12/202 08/31/202						
14800	DIRECTV ENTERTAINMENT HOLDINGS			489.85	0.00	0.00	489.85
10789	DISCOVERY MEDICAL NETWORK INC			74,658.88	0.00	0.00	74,658.88
MMC081524	08/20/202 08/15/202 08/16/202						
10789	DISCOVERY MEDICAL NETWORK INC			74,658.88	0.00	0.00	74,658.88
11291	DOWELL PEST CONTROL			40.00	0.00	0.00	40.00
34718	08/20/202 08/19/202 08/19/202						

Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		11291	DOWELL PEST CONTROL				40.00	0.00	0.00	40.00
Vendor#	Vendor Name		Class	Pay Code						
11216	✓ DUTCH OPHTHALMIC USA									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 2213655		08/19/202	07/24/202	08/23/202		808.50	0.00	0.00	808.50 ✓
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		11216	DUTCH OPHTHALMIC USA				808.50	0.00	0.00	808.50
Vendor#	Vendor Name		Class	Pay Code						
14508	✓ EITAN GROUP NORTH AMERICA, INC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ IN1057051		08/21/202	08/16/202	08/21/202		221.27	0.00	0.00	221.27 ✓
	SUPPLIES									
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		14508	EITAN GROUP NORTH AMERICA, INC				221.27	0.00	0.00	221.27
Vendor#	Vendor Name		Class	Pay Code						
11284	✓ EMERGENCY STAFFING SOLUTIONS									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 43477		08/20/202	08/15/202	08/25/202		40,062.50	0.00	0.00	40,062.50 ✓
	Avg. 1-154									
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		11284	EMERGENCY STAFFING SOLUTIONS				40,062.50	0.00	0.00	40,062.50
Vendor#	Vendor Name		Class	Pay Code						
13016	✓ FIRST INSURANCE FUNDING									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 080924		08/20/202	08/09/202	09/01/202		3,812.96	0.00	0.00	3,812.96 ✓
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		13016	FIRST INSURANCE FUNDING				3,812.96	0.00	0.00	3,812.96
Vendor#	Vendor Name		Class	Pay Code						
F1400	✓ FISHER HEALTHCARE		M							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 3875916		08/21/202	07/17/202	08/16/202		491.21	0.00	0.00	491.21 ✓
	✓ 4375363		08/21/202	08/06/202	09/05/202		52.60	0.00	0.00	52.60 ✓
	✓ 4413203		08/21/202	08/07/202	09/01/202		1,248.36	0.00	0.00	1,248.36 ✓
	✓ 4413204		08/21/202	08/07/202	09/01/202		164.00	0.00	0.00	164.00 ✓
	✓ 4449887		08/21/202	08/08/202	09/02/202		10,021.40	0.00	0.00	10,021.40 ✓
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		F1400	FISHER HEALTHCARE				11,977.57	0.00	0.00	11,977.57
Vendor#	Vendor Name		Class	Pay Code						
12636	✓ FUSION CONNECT									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 1029224586		08/21/202	07/16/202	08/15/202		879.58	0.00	0.00	879.58 ✓
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		12636	FUSION CONNECT				879.58	0.00	0.00	879.58
Vendor#	Vendor Name		Class	Pay Code						
12404	✓ GE PRECISION HEALTHCARE, LLC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net

✓	6002726149		08/14/202	08/01/202	08/31/202		998.34	0.00	0.00	998.34	✓
		SUPPLIES									
✓	6002703792		08/21/202	08/01/202	08/31/202		998.34	0.00	0.00	998.34	✓
		SUPPLIES									
✓	202922967		08/21/202	08/01/202	08/31/202		91.95	0.00	0.00	91.95	✓
		SUPPLIES									
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net	
		12404	GE PRECISION HEALTHCARE, LLC				2,088.63	0.00	0.00	2,088.63	
Vendor#	Vendor Name			Class	Pay Code						
10642	GLAXOSMITHKLINE PHARMACUTICAL										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	8269082063		08/21/202	06/28/202	08/01/202		-2,914.93	0.00	0.00	-2,914.93	
	8254379947		08/21/202	08/12/202	09/01/202		9,057.02	0.00	0.00	9,057.02	
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net	
		10642	GLAXOSMITHKLINE PHARMACUTICAL				6,142.09	0.00	0.00	6,142.09	
Vendor#	Vendor Name			Class	Pay Code						
13148	GRACE FLOORING AND GLASS										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	2762		08/21/202	04/10/202	04/10/202		431.87	0.00	0.00	431.87	✓
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net	
		13148	GRACE FLOORING AND GLASS				431.87	0.00	0.00	431.87	
Vendor#	Vendor Name			Class	Pay Code						
W1300	GRAINGER			M							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	9171086367		07/24/202	07/03/202	09/11/202		1,706.33	0.00	0.00	1,706.33	✓
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net	
		W1300	GRAINGER				1,706.33	0.00	0.00	1,706.33	
Vendor#	Vendor Name			Class	Pay Code						
10334	HEALTH CARE LOGISTICS INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	309574823		08/21/202	08/13/202	09/07/202		140.14	0.00	0.00	140.14	✓
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net	
		10334	HEALTH CARE LOGISTICS INC				140.14	0.00	0.00	140.14	
Vendor#	Vendor Name			Class	Pay Code						
10804	HEALTHCARE CODING & CONSULTING										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	15319		08/21/202	07/31/202	08/30/202		119.50	0.00	0.00	119.50	✓
		CODING SVCS									
	Vendor Totals:	Number	Name				Gross	Discount	No-Pay	Net	
		10804	HEALTHCARE CODING & CONSULTING				119.50	0.00	0.00	119.50	
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	
	100000393576		08/20/202	08/19/202			573.53	0.00	0.00	573.53	✓
	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						
15620	HHSC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	082224		08/22/202	08/22/202	08/22/202		5,000.00	0.00	0.00	5,000.00	✓

HVAC CONSTRUCTION APP

Vendor Totals: Number Name		Class		Pay Code		Gross	Discount	No-Pay	Net
15620 HHSC						5,000.00	0.00	0.00	5,000.00
Vendor#	Vendor Name	Class		Pay Code					
15208	HOSPITAL CARE CONSULTANTS INC.								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
6616		08/20/202	08/15/202	08/25/202		23,663.00	0.00	0.00	23,663.00
Avg. 1-154									
Vendor Totals: Number Name		Class		Pay Code		Gross	Discount	No-Pay	Net
15208 HOSPITAL CARE CONSULTANTS INC.						23,663.00	0.00	0.00	23,663.00
Vendor#	Vendor Name	Class		Pay Code					
10530	HUMANA								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
ELLES0001		08/20/202	08/12/202	08/12/202		54.06	0.00	0.00	54.06
Vendor Totals: Number Name		Class		Pay Code		Gross	Discount	No-Pay	Net
10530 HUMANA						54.06	0.00	0.00	54.06
Vendor#	Vendor Name	Class		Pay Code					
11108	ITERSOURCE CORPORATION								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
711785		08/21/202	07/19/202	07/19/202		2,775.00	0.00	0.00	2,775.00
Vendor Totals: Number Name		Class		Pay Code		Gross	Discount	No-Pay	Net
11108 ITERSOURCE CORPORATION						2,775.00	0.00	0.00	2,775.00
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
32766566		07/17/202	08/11/202	09/10/202		1,317.50	0.00	0.00	1,317.50
32683963		08/01/202	06/27/202	07/17/202		1,976.25	0.00	0.00	1,976.25
32705171		08/01/202	07/12/202	08/11/202		1,976.25	0.00	0.00	1,976.25
Vendor Totals: Number Name		Class		Pay Code		Gross	Discount	No-Pay	Net
K0530 KCI USA						5,270.00	0.00	0.00	5,270.00
Vendor#	Vendor Name	Class		Pay Code					
15200	MANAGED CARE PARTNERS INC.								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
6488		08/20/202	09/01/202	09/01/202		500.00	0.00	0.00	500.00
PROF FEES 9/24									
Vendor Totals: Number Name		Class		Pay Code		Gross	Discount	No-Pay	Net
15200 MANAGED CARE PARTNERS INC.						500.00	0.00	0.00	500.00
Vendor#	Vendor Name	Class		Pay Code					
M2178	MCKESSON MEDICAL SURGICAL INC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
21816123		08/01/202	03/08/202	04/15/202		699.60	0.00	0.00	699.60
21766392		08/14/202	02/27/202	03/13/202		3,479.69	0.00	0.00	3,479.69
21799491		08/14/202	03/05/202	04/15/202		135.53	0.00	0.00	135.53
Vendor Totals: Number Name		Class		Pay Code		Gross	Discount	No-Pay	Net
M2178 MCKESSON MEDICAL SURGICAL INC						4,314.82	0.00	0.00	4,314.82
Vendor#	Vendor Name	Class		Pay Code					
12588	MEDICAL TECHNOLOGY ASSOCIATES								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net

✓ INV244034	08/07/202 07/31/202 08/30/202	5,011.70	0.00	0.00	5,011.70 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12588	MEDICAL TECHNOLOGY ASSOCIATES	5,011.70	0.00	0.00	5,011.70

Vendor#	Vendor Name	Class	Pay Code
10613	MEDIMPACT HEALTHCARE SYS, INC.	A/P	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
080724		08/20/202	08/07/202	08/07/202			9.97	0.00	0.00	9.97

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10613	MEDIMPACT HEALTHCARE SYS, INC.	9.97	0.00	0.00	9.97

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
✓ 2328913850		08/01/202	07/24/202	08/18/202			185.31	0.00	0.00	185.31 ✓

2328072379	08/07/202 07/24/202 08/18/202	1,206.86	0.00	0.00	1,206.86	✓

	SUPPLIES						
✓ 23309455411	08/07/202 08/13/202 09/07/202	158.88	0.00	0.00	158.88	✓	

✓ 2330193402	08/07/202 08/14/202 09/08/202	30.45	0.00	0.00	30.45 ✓

2330601195	08/07/202 08/14/202 09/08/202	-52.50	0.00	0.00	-52.50 ✓

		CREDIT						
✓	2330193405	08/14/202	08/07/202	09/01/202	1,654.72	0.00	0.00	1,654.72 ✓

2330601196	08/14/202 08/09/202 09/03/202	-330.06	0.00	0.00	-330.06	✓

✓ 2330193409	08/14/202 08/14/202 09/08/202	135.52	0.00	0.00	135.52 ✓

2328913851	08/21/202 07/30/202 08/24/202	23.74	0.00	0.00	23.74	✓

2331131330	08/21/202	08/14/202	09/08/202	52.50	0.00	0.00	52.50

				2020	2021	2022	2023	2024
2331131331	SUPPLIES	08/21/202	08/14/202	09/08/202	13.43	0.00	0.00	13.43

	SUPPLIES	08/21/202	08/14/202	09/08/202	48.45	0.00	0.00	48.45 ✓
✓ 2331131326								

	SUPPLIES	08/21/202	08/14/202	09/08/202	48.48	0.00	0.00	48.48	✓
2331131328		08/21/202	08/14/202	09/08/202	340.92	0.00	0.00	340.92	✓

233131332	SUPPLIES	08/21/202	08/14/202	08/08/202	340.92	0.00	0.00	340.92	✓
233131332		08/21/202	08/14/202	08/08/202	281.19	0.00	0.00	281.19	✓

2331131337	SUPPLIES	08/21/202	08/14/202	08/08/202	5.63	0.00	0.00	5.63

	SUPPLIES	08/21/202	08/14/202	09/08/202	1,425.63	0.00	0.00	1,425.63
2331131333								

DATE	DESCRIPTION	AMOUNT	CHECK NO.	BANK	BALANCE	CHECK NO.	BANK	BALANCE
08/21/2023	08/14/2023 08/08/2023	1,435.52	0.00	0.00	1,435.52			
SUPPLIES								
08/21/2023	08/14/2023 08/08/2023	5,319.55	0.00	0.00	5,319.55			

2331131325	SUPPLIES	08/21/202	08/14/202	08/08/202	5,318.08	0.00	0.00	5,318.08	✓
2331131325		08/21/202	08/14/202	08/08/202	5,318.08	0.00	0.00	5,318.08	✓

2037181323	08/21/202	08/14/202	09/08/202	366.37	0.00	0.00	366.37	✓
SUPPLIES								
2331131327	08/21/202	08/14/202	09/08/202	361.15	0.55	0.55	361.15	✓

✓	2023/131327	06/21/202	06/14/202	09/08/202	291.19	0.00	0.00	291.19	✓
	SUPPLIES								
/	2023/131328	08/01/202	08/11/202	08/08/202	755.58	0.00	0.00	755.58	✓

✓	2331131329	08/21/2020	08/14/2020	09/08/2020	330.06	0.00	0.00	330.06	✓
	SUPPLIES								
✓	2331131330	08/21/2020	08/14/2020	09/08/2020					✓

✓	2331131338	08/21/202	08/14/202	09/08/202	22.32	0.00	0.00	22.32	✓
	SUPPLIES								

✓	2331339312		08/21/202	08/15/202	09/09/202		17.41	0.00	0.00	17.41	✓
		SUPPLIES									
✓	2331789485		08/21/202	08/19/202	09/13/202		111.84	0.00	0.00	111.84	✓
		SUPPLIES									
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	M2470	MEDLINE INDUSTRIES INC					11,657.82	0.00	0.00	11,657.82	
Vendor#	Vendor Name					Class	Pay Code				
M2621	MMC AUXILIARY GIFT SHOP					W					
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	081424		08/20/202	08/15/202	08/15/202			599.24	0.00	0.00	599.24
											✓
	Vendor Totals: Number Name						Gross	Discount	No-Pay	Net	
	M2621	MMC AUXILIARY GIFT SHOP					599.24	0.00	0.00	599.24	
Vendor#	Vendor Name					Class	Pay Code				
10536	MORRIS & DICKSON CO, LLC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	2319563		08/19/202	08/12/202	08/22/202			6,244.92	0.00	0.00	6,244.92
✓	CM46720		08/20/202	08/09/202	08/19/202			-201.63	0.00	0.00	-201.63
✓	2315535		08/20/202	08/11/202	08/21/202			530.05	0.00	0.00	530.05
✓	2313500		08/20/202	08/11/202	08/21/202			617.37	0.00	0.00	617.37
✓	2315534		08/20/202	08/11/202	08/21/202			551.42	0.00	0.00	551.42
✓	2319562		08/20/202	08/12/202	08/22/202			13.91	0.00	0.00	13.91
✓	2324139		08/20/202	08/13/202	08/23/202			28.96	0.00	0.00	28.96
✓	2324140		08/20/202	08/13/202	08/23/202			116.14	0.00	0.00	116.14
✓	2328270		08/21/202	08/14/202	08/24/202			105.43	0.00	0.00	105.43
✓	2329665		08/21/202	08/14/202	08/25/202			246.53	0.00	0.00	246.53
✓	2329666		08/21/202	08/14/202	08/25/202			241.25	0.00	0.00	241.25
✓	2326621		08/21/202	08/14/202	08/25/202			4,782.98	0.00	0.00	4,782.98
✓	2328271		08/21/202	08/14/202	08/25/202			143.06	0.00	0.00	143.06
✓	2329667		08/21/202	08/14/202	08/25/202			2,346.08	0.00	0.00	2,346.08
✓	2327204		08/21/202	08/14/202	08/25/202			12.24	0.00	0.00	12.24
✓	2331501		08/21/202	08/15/202	08/25/202			4,782.98	0.00	0.00	4,782.98
✓	6997		08/21/202	08/15/202	08/25/202			117.50	0.00	0.00	117.50
✓	CM47677		08/21/202	08/15/202	08/25/202			-4,699.30	0.00	0.00	-4,699.30
		CREDIT									
✓	2334296		08/21/202	08/15/202	08/25/202			15.42	0.00	0.00	15.42
✓	6996		08/21/202	08/15/202	08/25/202			299.53	0.00	0.00	299.53

✓	2334297	08/21/202 08/15/202 08/25/202	622.63	0.00	0.00	622.63	✓
✓	2339862	08/21/202 08/18/202 09/10/202	526.11	0.00	0.00	526.11	✓
✓	2339863	08/21/202 08/18/202 09/10/202	285.43	0.00	0.00	285.43	✓
✓	2342618	08/21/202 08/19/202 09/10/202	118.12	0.00	0.00	118.12	✓
✓	2344756	08/21/202 08/19/202 09/10/202	3.40	0.00	0.00	3.40	✓
✓	2344757	08/21/202 08/19/202 09/10/202	207.80	0.00	0.00	207.80	✓
✓	2350123	08/21/202 08/20/202 08/30/202	1,299.44	0.00	0.00	1,299.44	✓
✓	2347546	08/21/202 08/20/202 08/30/202	0.39	0.00	0.00	0.39	✓
✓	2347544	08/21/202 08/20/202 08/30/202	68.32	0.00	0.00	68.32	✓
✓	CM48657	08/21/202 08/20/202 08/30/202	-4.02	0.00	0.00	-4.02	✓
✓	2350122	08/21/202 08/20/202 08/30/202	4,615.75	0.00	0.00	4,615.75	✓
✓	2347545	08/21/202 08/20/202 08/30/202	180.47	0.00	0.00	180.47	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10536	MORRIS & DICKSON CO, LLC	24,218.68	0.00	0.00	24,218.68

Vendor#	Vendor Name	Class	Pay Code

13548 ✓ NACOGDOCHES TRANSCRIPTION

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 8454		08/20/202	08/08/202	08/16/202			79.24	0.00	0.00	79.24 ✓
✓ 8465		08/20/202	08/19/202	08/29/202			141.26	0.00	0.00	141.26 ✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	13548	NACOGDOCHES TRANSCRIPTION	220.50	0.00	0.00	220.50

Vendor#	Vendor Name	Class	Pay Code

12388 ✓ NATIONAL FARM LIFE INSURANCE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 4282298		08/20/202	08/12/202	09/01/202			2,513.20	0.00	0.00	2,513.20

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12388	NATIONAL FARM LIFE INSURANCE	2,513.20	0.00	0.00	2,513.20

Vendor#	Vendor Name	Class	Pay Code

12096 ✓ NEOGENOMICS LABORATORIES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 7641829		08/19/202	05/31/202	05/31/202			1,200.00	0.00	0.00	1,200.00 ✓
✓ 7741597		08/19/202	06/30/202	06/30/202			2,744.00	0.00	0.00	2,744.00 ✓
✓ 7847978		08/19/202	07/31/202	07/31/202			2,388.00	0.00	0.00	2,388.00 ✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12096	NEOGENOMICS LABORATORIES	6,332.00	0.00	0.00	6,332.00

Vendor#	Vendor Name	Class	Pay Code

13624 NEXION HEALTH AT NAVASOTA INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net

~~036247~~		08/19/202 08/12/202 08/12/202				1,800.00	0.00	0.00	~~1,800.00~~
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
13624 NEXION HEALTH AT NAVASOTA INC						1,800.00	0.00	0.00	1,800.00
Vendor#	Vendor Name	Class		Pay Code					
O1500	OLYMPUS AMERICA INC	M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
36584473		08/21/202	07/24/202	08/23/202		1,584.89	0.00	0.00	1,584.89
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
O1500 OLYMPUS AMERICA INC						1,584.89	0.00	0.00	1,584.89
Vendor#	Vendor Name	Class		Pay Code					
O1416	ORTHO CLINICAL DIAGNOSTICS								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
1853665331		08/01/202	08/12/202	09/11/202		752.16	0.00	0.00	752.16
1853659036		08/07/202	08/06/202	09/05/202		160.99	0.00	0.00	160.99
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
O1416 ORTHO CLINICAL DIAGNOSTICS						913.15	0.00	0.00	913.15
Vendor#	Vendor Name	Class		Pay Code					
S0905	PERFORMANCE HEALTH	M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
IN97907637		08/21/202	08/13/202	09/07/202		197.55	0.00	0.00	197.55
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
S0905 PERFORMANCE HEALTH						197.55	0.00	0.00	197.55
Vendor#	Vendor Name	Class		Pay Code					
14764	PL-CPR, LLC								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
331		08/20/202	08/19/202	08/19/202		600.00	0.00	0.00	600.00
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
14764 PL-CPR, LLC						600.00	0.00	0.00	600.00
Vendor#	Vendor Name	Class		Pay Code					
10372	PRECISION DYNAMICS CORP (PDC)								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
9356833615		08/21/202	07/31/202	08/30/202		204.36	0.00	0.00	204.36
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
10372 PRECISION DYNAMICS CORP (PDC)						204.36	0.00	0.00	204.36
Vendor#	Vendor Name	Class		Pay Code					
R1045	R & D BATTERIES INC	M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
1777775		08/01/202	08/07/202	09/07/202		29.20	0.00	0.00	29.20
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
R1045 R & D BATTERIES INC						29.20	0.00	0.00	29.20
Vendor#	Vendor Name	Class		Pay Code					
15560	R&R PETRO SERVICE								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
2410531		08/21/202	07/31/202	08/31/202		2,543.76	0.00	0.00	2,543.76
Vendor Totals: Number Name						Gross	Discount	No-Pay	Net
15560 R&R PETRO SERVICE						2,543.76	0.00	0.00	2,543.76
Vendor#	Vendor Name	Class		Pay Code					

Vendor#	Vendor Name	Class	Pay Code
✓ 11080	RADSOURCE		
Invoice#	Comment	Tran Dt	Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ PS1002604		08/01/202	08/12/202 09/11/202 1,791.67 0.00 0.00 1,791.67 ✓
✓ PS1002687		08/21/202	08/16/202 09/10/202 1,708.33 0.00 0.00 1,708.33 ✓
	RAD SVCS		
Vendor Totals:	Number Name	Gross Discount No-Pay Net	
	11080 RADSOURCE	3,500.00 0.00 0.00 3,500.00	
Vendor#	Vendor Name	Class	Pay Code
✓ 11251	RAPID PRINTING LLC		
Invoice#	Comment	Tran Dt	Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 24669		08/14/202	08/13/202 08/23/202 60.00 0.00 0.00 60.00 ✓
Vendor Totals:	Number Name	Gross Discount No-Pay Net	
	11251 RAPID PRINTING LLC	60.00 0.00 0.00 60.00	
Vendor#	Vendor Name	Class	Pay Code
✓ 11024	REED, CLAYMON, MEEKER & HARGET		
Invoice#	Comment	Tran Dt	Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 31954		08/20/202	08/14/202 08/14/202 196.00 0.00 0.00 196.00 ✓
Vendor Totals:	Number Name	Gross Discount No-Pay Net	
	11024 REED, CLAYMON, MEEKER & HARGET	196.00 0.00 0.00 196.00	
Vendor#	Vendor Name	Class	Pay Code
✓ 15264	REPUBLIC PAIN SPECIALISTS		
Invoice#	Comment	Tran Dt	Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 36		08/13/202	08/13/202 09/13/202 3,000.00 0.00 0.00 3,000.00 ✓
Vendor Totals:	Number Name	Gross Discount No-Pay Net	
	15264 REPUBLIC PAIN SPECIALISTS	3,000.00 0.00 0.00 3,000.00	
Vendor#	Vendor Name	Class	Pay Code
✓ 12436	SHANNA O'DONNELL, FNP		
Invoice#	Comment	Tran Dt	Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 081324		08/20/202	08/13/202 08/13/202 129.00 0.00 0.00 129.00 ✓
Vendor Totals:	Number Name	Gross Discount No-Pay Net	
	12436 SHANNA O'DONNELL, FNP	129.00 0.00 0.00 129.00	
			<i>Reim. License Renewal</i>
Vendor#	Vendor Name	Class	Pay Code
✓ 10936	SIEMENS FINANCIAL SERVICES		
Invoice#	Comment	Tran Dt	Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 56382400061967		08/20/202	07/25/202 08/20/202 4,038.24 0.00 0.00 4,038.24 ✓
Vendor Totals:	Number Name	Gross Discount No-Pay Net	
	10936 SIEMENS FINANCIAL SERVICES	4,038.24 0.00 0.00 4,038.24	
Vendor#	Vendor Name	Class	Pay Code
✓ 10699	SIGN AD, LTD.		
Invoice#	Comment	Tran Dt	Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 303482		08/20/202	08/16/202 08/26/202 410.00 0.00 0.00 410.00 ✓
Vendor Totals:	Number Name	Gross Discount No-Pay Net	
	10699 SIGN AD, LTD.	410.00 0.00 0.00 410.00	
			<i>Advertising Lease Space 8/28 - 9/24/24</i>
Vendor#	Vendor Name	Class	Pay Code
✓ S2353	SMITHS MEDICAL ASD INC		
Invoice#	Comment	Tran Dt	Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 17382674		08/21/202	07/18/202 08/18/202 121.52 0.00 0.00 121.52 ✓
Vendor Totals:	Number Name	Gross Discount No-Pay Net	
	SUPPLIES		

	S2353	SMITHS MEDICAL ASD INC					121.52	0.00	0.00	121.52	
Vendor#	Vendor Name		Class	Pay Code							
11296	✓ SOUTH TEXAS BLOOD & TISSUE CEN										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ CM12981		08/20/202	08/15/202	09/09/202			-2,810.00	0.00	0.00	-2,810.00 ✓
	✓ 107042972		08/20/202	08/15/202	09/09/202			7,918.41	0.00	0.00	7,918.41 ✓
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		11296	SOUTH TEXAS BLOOD & TISSUE CEN					5,108.41	0.00	0.00	5,108.41
Vendor#	Vendor Name		Class	Pay Code							
T1450	✓ TEXAS ASSOCIATION OF COUNTIES		W								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 123123		08/22/202	08/22/202	09/11/202			2,639.10	0.00	0.00	2,639.10 ✓
		Q4 2023 UNEMPLOYEMENT									
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		T1450	TEXAS ASSOCIATION OF COUNTIES					2,639.10	0.00	0.00	2,639.10
Vendor#	Vendor Name		Class	Pay Code							
S1801	✓ TRACI SHEFCIK		W								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 081324		08/20/202	08/13/202	08/13/202			1,500.00	0.00	0.00	1,500.00 ✓
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		S1801	TRACI SHEFCIK					1,500.00	0.00	0.00	1,500.00
Vendor#	Vendor Name		Class	Pay Code							
T3334	✓ TRINITY PHYSICS CONSULTING LLC		W								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 036247		08/19/202	08/12/202	09/11/202			1,800.00	0.00	0.00	1,800.00 ✓
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		T3334	TRINITY PHYSICS CONSULTING LLC					1,800.00	0.00	0.00	1,800.00
Vendor#	Vendor Name		Class	Pay Code							
C2510	✓ TRUBRIDGE		M								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ T2408151378		08/21/202	08/15/202	08/15/202			10,404.40	0.00	0.00	10,404.40 ✓
	✓ 47374		08/21/202	08/21/202	08/21/202			3,626.00	0.00	0.00	3,626.00 ✓
	Vendor Totals:	Number	Name					Gross	Discount	No-Pay	Net
		C2510	TRUBRIDGE					14,030.40	0.00	0.00	14,030.40
Vendor#	Vendor Name		Class	Pay Code							
U1084	✓ UNIFIRST HOLDINGS INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 2921039414		08/13/202	08/08/202	09/07/202			154.81	0.00	0.00	154.81 ✓
		LAUNDRY									
	✓ 2921039421		08/13/202	08/08/202	09/07/202			136.63	0.00	0.00	136.63 ✓
	✓ 2921039415		08/13/202	08/08/202	09/07/202			344.72	0.00	0.00	344.72 ✓
	✓ 2921039419		08/13/202	08/08/202	09/07/202			312.42	0.00	0.00	312.42 ✓
	✓ 2921039420		08/13/202	08/08/202	09/07/202			220.83	0.00	0.00	220.83 ✓
	✓ 2921039416		08/13/202	08/08/202	09/07/202			3,142.05	0.00	0.00	3,142.05 ✓
	✓ 2921039620		08/13/202	08/12/202	09/11/202			119.59	0.00	0.00	119.59 ✓

Cont. Education Reim. 8/31/24

✓	2921039619	08/13/202 08/12/202 09/11/202	3,483.34	0.00	0.00	3,483.34	✓

✓	2921040148	08/20/202 07/16/202 08/10/202	119.59	0.00	0.00	119.59	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	U1064	UNIFIRST HOLDINGS INC	8,033.98	0.00	0.00	8,033.98

Vendor#	Vendor Name	Class	Pay Code
U2000	✓ US POSTAL SERVICE		

✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	081224		08/20/202	08/13/202	08/12/202			2,200.00	0.00	0.00	2,200.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	U2000	US POSTAL SERVICE	2,200.00	0.00	0.00	2,200.00

Vendor#	Vendor Name	Class	Pay Code
12208	✓ WAGeworks		

✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	2052366		08/20/202	08/23/202	08/23/202			475.25	0.00	0.00	475.25

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12208	WAGeworks	475.25	0.00	0.00	475.25

Vendor#	Vendor Name	Class	Pay Code
11110	✓ WERFEN USA LLC		

✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	911590352		08/21/202	08/15/202	09/09/202			1,571.67	0.00	0.00	1,571.67

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11110	WERFEN USA LLC	1,571.67	0.00	0.00	1,571.67

Vendor#	Vendor Name	Class	Pay Code
11400	✓ WEST COAST MEDICAL RESOURCES		

✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	INV116004		08/21/202	07/23/202	08/22/202			627.00	0.00	0.00	627.00

SUPPLIES

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11400	WEST COAST MEDICAL RESOURCES	627.00	0.00	0.00	627.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	359,043.19	0.00	0.00	359,043.19

APPROVED ON

AUG 22 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

359,043.19 +
1,571.67 -
475.25 -
627.00 +
2,200.00 -
359,501.69 =

pg. 2 Inv# 081924 doubled
Pg. 2 Inv# 804793053 amounts don't match
Pg. 5 Inv# 10205 sales tax
Pg. 7 no invoices
Pg. 12 Inv# 030247 no invoice
Pg. 7. no signature Approved Inv# 082221

RECEIVED BY THE
COUNTY AUDITOR ON

RUN DATE: 08/23/24
TIME: 09:48

AUG 22 2024

MEMORIAL MEDICAL CENTER
EDIT LIST FOR PATIENT REFUNDS ARID=0001

PAGE 1
APCREDIT

PATIENT NUMBER	PAYER NAME	DATE	AMOUNT	CODE	PAY PAT TYPE DESCRIPTION	GL NUM
✓ 1556100 01		073124 ✓	83.61	3	REFUND FOR	✓
✓ 1605866 01		TX 77905 082124 ✓	19.34	2	REFUND FOR	
✓ 1606423 01		TX 77979 082124 ✓	20.00	2	REFUND FOR	
✓ 1607713 01		TX 77465 082124 ✓	2000.00	2	REFUND FOR	✓
✓ 1608612 01		TX 77995 082124 ✓	357.57	2	REFUND FOR	✓
✓ 1609290 01		TX 77979 082124 ✓	85.92	2	REFUND FOR	
✓ 1609963 01		TX 77982 082124 ✓	253.47	2	REFUND FOR	
✓ 1609987 01		TX 77982 082124 ✓	68.25	2	REFUND FOR	
✓ 1610124 01		TX 77951 082124 ✓	50.00	2	REFUND FOR	✓
		TX 77979				

ARID=0001 TOTAL

2938.16

APPROVED ON

TOTAL

2938.16

AUG 22 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 26 2024

08/26/2024

11:28

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 09/13/2024

0

ap_open_invoice.template

Vendor# Vendor Name

15620 ✓ HHSC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 082224		08/22/202	08/22/202	08/22/202			5,000.00	0.00	0.00	5,000.00 ✓
HVAC CONSTRUCTION APP										

Vendor Totals: Number Name
15620 HHSC

Gross	Discount	No-Pay	Net
5,000.00	0.00	0.00	5,000.00

Report Summary:

Grand Totals:	Gross	Discount	No-Pay	Net
	5,000.00	0.00	0.00	5,000.00

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

McKESSON

STATEMENT

As of: 08/23/2024

Page: 002

To ensure proper credit to your
account, detach and return this
stub with your remittance

Company: 8000

MEMORIAL MEDICAL CENTER ✓
AP
815 N VIRGINIA STREET
PORT LAVACA TX 77979 ✓

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory:

Customer: 632536
Date: 08/24/2024

As of: 08/23/2024 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 08/24/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account 632536 Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotal: 11,208.85 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 2,451.97
08/07/2017

If Paid By 08/27/2024,
Pay This Amount:

10,984.66 USD

If Paid After 08/27/2024,
Pay this Amount:

11,208.85 USD

Due If Paid On Time:
USD

10,984.66 ✓

Disc lost if paid late:

224.19

Due If Paid Late:
USD

11,208.85

10,851.77 +

21.78 +

3.60 +

52.45 +

48.04 +

7.02 +

10,984.66

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Andrew S. Foster
8/26/2024

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 08/23/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 0000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 256342
Date: 08/24/2024

As of: 08/23/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 08/24/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account	632536 Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 256342 WALMART 1098/MEM MED PHS												
08/17/2024	08/27/2024	7515257120		200617725	115Invoice	0.01	0.63		0.62 X	✓	7515257120	
08/17/2024	08/27/2024	7515257121		207145602	115Invoice	1.66	77.95		76.39 X	✓	7515257121	
08/17/2024	08/27/2024	7515257122		201257403	115Invoice		0.10		0.10 X	✓	7515257122	
08/17/2024	08/27/2024	7515257123		116604680	115Invoice	5.23	261.60		256.27 X	✓	7515257123	
08/17/2024	08/27/2024	7515257124		206089777	115Invoice	22.52	1,128.23		1,103.71 X	✓	7515257124	
08/17/2024	08/27/2024	7515257125		208116698	115Invoice	0.01	0.32		0.31 X	✓	7515257125	
08/19/2024	08/27/2024	7515519328		208413640	115Invoice	1.10	56.22		54.12 X	✓	7515519328	
08/19/2024	08/27/2024	7515519329		206643854	115Invoice	0.01	0.32		0.31 X	✓	7515519329	
08/19/2024	08/27/2024	7515519330		200032360	115Invoice	5.23	261.60		256.27 X	✓	7515519330	
08/19/2024	08/27/2024	7515519331		203174086	115Invoice	18.87	933.27		914.80 X	✓	7515519331	
08/19/2024	08/27/2024	7515519332		205867258	115Invoice	17.12	855.76		838.64 X	✓	7515519332	
08/19/2024	08/27/2024	7515519333		208378288	115Invoice	0.02	0.95		0.93 X	✓	7515519333	
08/19/2024	08/27/2024	7515519334		204043612	115Invoice	0.01	0.63		0.62 X	✓	7515519334	
08/19/2024	08/27/2024	7515519335		204105929	115Invoice	0.01	0.32		0.31 X	✓	7515519335	
08/19/2024	08/27/2024	7515519336		207167178	115Invoice	22.56	1,127.81		1,105.25 X	✓	7515519336	
08/19/2024	08/27/2024	7515519337		200037295	115Invoice	0.02	0.95		0.93 X	✓	7515519337	
08/19/2024	08/27/2024	7515519338		208116698	115Invoice	5.23	261.41		256.18 X	✓	7515519338	
08/19/2024	08/27/2024	7515519339		208220871	115Invoice	5.23	261.41		256.18 X	✓	7515519339	
08/19/2024	08/27/2024	7515519340		200037295	115Invoice	4.30	214.86		210.55 X	✓	7515519340	
08/19/2024	08/27/2024	7515519341		206089777	115Invoice	67.57	3,378.70		3,311.13 X	✓	7515519341	
08/19/2024	08/27/2024	7515519342		206427908	115Invoice	45.05	2,252.47		2,207.42 X	✓	7515519342	
08/19/2024	08/27/2024	7515519343		206211124	115Invoice	0.01	0.32		0.31 X	✓	7515519343	
08/19/2024	08/27/2024	7515519344		206245624	115Invoice	0.01	0.32		0.31 X	✓	7515519344	
08/19/2024	08/27/2024	7515519345		206572602	115Invoice	0.01	0.32		0.31 X	✓	7515519345	

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 08/23/2024

Page: 002

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 256342
Date: 08/24/2024

As of: 08/23/2024 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 08/24/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 256342 WALMART 1098/MEM MED PHS

Subtotals: 11,073.26 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 10,708.30
08/19/2024

If Paid By 08/27/2024,
Pay This Amount:

10,851.77 USD

If Paid After 08/27/2024,
Pay this Amount:

11,073.26 USD

Due If Paid On Time: ✓

USD 10,851.77 ✓

Disc lost if paid late: 221.48

Due If Paid Late:
USD 11,073.26

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Andrew E. Calhoun
8/26/2024

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

As of: 08/23/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

HEB PHCY 0434/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 190813
Date: 08/24/2024

As of: 08/23/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 190813 PLEASE CHECK ANY
Date: 08/24/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
08/21/2024	08/27/2024	7515884111	4125170	115Invoice	0.44	22.22		21.78	✓	7515884111	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL:

Subtotals: 22.22 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 2,647.84
07/15/2024

If Paid By 08/27/2024,
Pay This Amount: 21.78 USD

If Paid After 08/27/2024,
Pay this Amount: 22.22 USD

Due If Paid On Time: 21.78 ✓
USD
Disc lost if paid late: 0.44
Due If Paid Late: 22.22
USD

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Andrew C. [Signature]
8/26/2024

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

As of: 08/23/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

CVS PHCY 7416/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplID:
Territory: 7001

Customer: 835437
Date: 08/24/2024

As of: 08/23/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835437 PLEASE CHECK ANY
Date: 08/24/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835437	CVS PHCY 7416/MEM MC PHS										
08/21/2024	08/27/2024	7516083115	3468240	115Invoice	0.07	3.67		3.60 X	✓	7516083115	

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: 3.67 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 10,708.30
08/19/2024

If Paid By 08/27/2024,
Pay This Amount:

3.60 USD

If Paid After 08/27/2024,
Pay this Amount:

3.67 USD

Due if Paid On Time:

USD 3.60 X ✓

Disc lost if paid late: 0.07

Due if Paid Late:

USD 3.67

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Andrew De la Horta
8/26/2024

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

As of: 08/23/2024

Page: 001

Company: 8000

CVS PHCY 7475/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for Information only

DC: 8115
Customer INV SupplID:
Territory: 7001
Customer: 835438
Date: 08/24/2024

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 08/23/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835438 PLEASE CHECK ANY
Date: 08/24/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835438 CVS PHCY 7475/MEM MC PHS											
08/21/2024	08/27/2024	7516088090	3471133	115Invoice	0.09	4.50		4.41	✓	7516088090	
08/21/2024	08/27/2024	7516088091	3471133	115Invoice	0.98	49.02		48.04	✓	7516088091	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835438 CVS PHCY 7475/MEM MC PHS

Subtotals:

53.52 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 8,341.07
08/12/2024

If Paid By 08/27/2024,
Pay This Amount:

52.45 USD

If Paid After 08/27/2024,
Pay this Amount:

53.52 USD

Due If Paid On Time:
USD

52.45 ✓

Disc lost if paid late:

1.07

Due If Paid Late:
USD

53.52

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓
Andrea Dufas-Santel
8/26/2024

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

As of: 08/23/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

CVS PHCY 8923/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 835434
Date: 08/24/2024

As of: 08/23/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835434 PLEASE CHECK ANY
Date: 08/24/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835434	CVS PHCY 8923/MEM MC PHS										
08/21/2024	08/27/2024	7515957250	3471059	115Invoice	0.98	49.02		48.04	X ✓	7515957250	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835434 CVS PHCY 8923/MEM MC PHS

Subtotals: 49.02 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 8,341.07
08/12/2024

If Paid By 08/27/2024,
Pay This Amount:

48.04 USD

If Paid After 08/27/2024,
Pay this Amount:

49.02 USD

Due If Paid On Time:

USD 48.04 X ✓

Disc lost if paid late:

0.98

Due If Paid Late:

USD 49.02

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Andrew Defalco
8/26/2024

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

HEB PHCY WHSE/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 08/23/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV SupplD:
Territory: 7001

As of: 08/23/2024 Page: 001
Mail to: Comp: 8000

Customer: 820405
Date: 08/24/2024

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405 PLEASE CHECK ANY
Date: 08/24/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 820405	HEB PHCY WHSE/MEM MED PHS										
08/23/2024	08/27/2024	7516395542	B2408-055-171190	115Invoice	0.14	7.16		7.02 X		7516395542	

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:

7.16 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 10,708.30
08/19/2024

If Paid By 08/27/2024,
Pay This Amount:

7.02 USD

If Paid After 08/27/2024,
Pay this Amount:

7.16 USD

Due If Paid On Time:

USD

7.02 X ✓

Disc lost if paid late:

0.14

Due If Paid Late:

USD

7.16

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Andrew D. [Signature]
8/26/2024

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: 68069051
Date: 08-23-2024

1 of 1

Served By: AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-8101DEA: RA0289276
866-451-9655Customer: WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER ✓
1302 N VIRGINIA ST ✓
PORT LAVACA TX 77979-2509Remit To: AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-5223

Customer Number

100135284 / 037028186

Terms

Net - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	12,845.62
Past Due:	0.00
Total Due:	12,845.62
Account Balance:	12,845.62

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
08-19-2024	08-30-2024	3185600679	7007353547	Invoice	3,759.63		0.00	✓ 3,759.63
08-19-2024	08-30-2024	3185601950	7007355250	Invoice	162.58		0.00	✓ 162.58
08-19-2024	08-30-2024	3185601951	7007364042	Invoice	1,113.39		0.00	✓ 1,113.39
08-19-2024	08-30-2024	3185601952	7007375175	Invoice	3,573.38		0.00	✓ 3,573.38
08-19-2024	08-30-2024	3185601953	7007375103	Invoice	61.66		0.00	✓ 61.66
08-20-2024	08-30-2024	3185732813	7007382886	Invoice	2,800.01		0.00	✓ 2,800.01
08-20-2024	08-30-2024	3185732814	7007383186	Invoice	162.58		0.00	✓ 162.58
08-20-2024	08-30-2024	3185732815	7007389646	Invoice	22.06		0.00	✓ 22.06
08-21-2024	08-30-2024	3185887364	7007397182	Invoice	485.58		0.00	✓ 485.58
08-21-2024	08-30-2024	3185887365	7007399297	Invoice	14.20		0.00	✓ 14.20
08-21-2024	08-30-2024	3185887368	7007397253	Invoice	3.12		0.00	✓ 3.12
08-22-2024	08-30-2024	3188938818	7190017491	Invoice	26.70		0.00	✓ 26.70
08-22-2024	08-30-2024	3186039562	7007407374	Invoice	831.44		0.00	✓ 831.44
08-23-2024	08-30-2024	3186179001	7007418972	Invoice	29.29		0.00	✓ 29.29

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
12,845.62	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
08-23-2024	(3,155.74)

Reminders

Due Date	Amount
08-30-2024	12,845.62
Total Due:	12,845.62

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS✓ *Andreana D. Santos*
8/26/2024

TOLL FREE PHONE NUMBER: 1-800-555-3453

(EFTPS TUTORIAL SYSTEM: 1-800-572-8683)

☐ "ENTER 9-DIGIT TAXPAYER IDENTIFICATION NUMBER"	#### ENTER: ###
☐ "ENTER YOUR 4-DIGIT PIN"	
☐ "MAKE A PAYMENT, PRESS 1"	1
☐ "ENTER THE TAX TYPE NUMBER FOLLOWED BY THE # SIGN"	★ 941 #
☐ "IF FEDERAL TAX DEPOSIT ENTER 1"	1
☐ "ENTER 2-DIGIT TAX FILING YEAR"	★ 24
☐ "ENTER 2-DIGIT TAX FILING ENDING MONTH"	★ 09
1ST QTR - 03 (MARCH) - Jan, Feb, Mar 2ND QTR - 06 (JUNE) - Apr, May, June 3RD QTR - 09 (SEPTEMBER) - July, Aug, Sept 4TH QTR - 12 (DECEMBER) - Oct, Nov, Dec	
☐ "ENTER AMOUNT OF TAX DEPOSIT - FOLLOWED BY # SIGN"	★ \$ 129,791.83 #
"1 TO CONFIRM"	1
"ENTER W/CENTS AMOUNT OF SOCIAL SECURITY"	0 \$ 67,606.02 #
"ENTER W/CENTS AMOUNT OF MEDICARE"	\$ 15,809.18 #
"ENTER W/CENTS AMOUNT OF FEDERAL WITHHOLDING"	\$ 46,376.63 #
☐ "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 3/19/2014

ENTER VOID CKS AS NEGATIVE NUMBERS

PAY PERIOD: BEGIN
 PAY PERIOD: END
 PAY DATE:

8/9/2024
 8/22/2024
 8/30/2024

VOIDED CK (1) VOIDED CK (2) ADDITIONAL CK (1) ADDITIONAL CK (1)

TOTALS

GROSS PAY:	\$ 538,330.47			\$ -	\$ 538,330.47
DEDUCTIONS:					
A/R	\$ 250.00				\$ 250.00
ADVANC					\$ -
BOOTS					\$ -
MUTUAL CRITICAL ILLNESS					\$ -
MUTUAL ACCIDENT					\$ -
IRS TAX					\$ -
MUTUAL SHORT TERM DIS					\$ -
MUTUAL VISION					\$ -
CAFÉ-D					\$ -
CAFÉ-H					\$ -
CAFÉ-P					\$ -
CANCER					\$ -
CHILD					\$ -
CLINIC	\$ 325.00				\$ 325.00
COMBIN					\$ -
CREDUN					\$ -
DENTAL					\$ -
DEP-LF					\$ -
MUTUAL TERM LIFE					\$ -
MUTUAL HOSP INDEM					\$ -
FED TAX	\$ 46,376.63				\$ 46,376.63
FICA-M	\$ 7,904.59				\$ 7,904.59
FICA-O	\$ 33,803.01				\$ 33,803.01
FICA-M ADDITIONAL					\$ -
FIRST C					\$ -
FLEX S					\$ -
FLX-FE					\$ -
GIFT S	\$ 312.62				\$ 312.62
MUTUAL CRITICAL ILLNESS					\$ -
MUTUAL ACCIDENT					\$ -
MUTUAL SHORT TERM DIS					\$ -
LEGAL					\$ -
OTHER	\$ 4,259.07				\$ 4,259.07
NATIONAL FARM LIFE					\$ -
MED SURCHARGE					\$ -
Blank					\$ -
RELAY					\$ -
REPAY					\$ -
STONEDF					\$ -
STONE					\$ -
STONE 2					\$ -
STUDEN					\$ -
TSA-R	\$ 36,768.66				\$ 36,768.66
UW/HOS					\$ -
TOTAL DEDUCTIONS:	\$ 129,999.48	\$ -	\$ -	\$ -	\$ 129,999.48
NET PAY:	\$ 408,330.99	\$ -	\$ -	\$ -	\$ 408,330.99

TOTAL CAFÉ 125 PLAN:

\$ - Less Exempt:

TAXABLE PAY: \$ 538,330.47 \$ 538,330.47

Exempt Amt:

		CALCULATED	From MMC Report	Difference
FICA - MED (ER)	1.45%	\$ 7,805.79		
FICA - MED (EE)	1.45%	\$ 7,805.79	\$ 7,904.59	\$ (98.80)
FICA - SOC SEC (ER)	6.20%	\$ 33,376.49		
FICA - SOC SEC (EE)	6.20%	\$ 33,376.49	\$ 33,803.01	\$ (426.52)
FED WITHHOLDING		\$ 46,376.63	\$ 46,376.63	

Employees over FICA-SS Cap:
 Michael Gaines

Paycode S - Employee Reimb.

TOTAL: \$ -

TAX DEPOSIT: \$ 128,741.19 \$ 129,791.83

FICA - MEDICARE 2.90% \$ 15,811.58 \$15,809.18

FICA - SOCIAL SECURITY 12.40% \$ 66,752.98 \$67,806.02

FED WITHHOLDING \$ 46,376.63 \$46,376.63

TOTAL TAX: \$ 128,741.19 \$129,791.83 \$ (1,050.64)

PREPARED BY:

Andrie Flores

PREPARED DATE:

8/26/2024

Grand Totals: 2086.69		(Gross: 538330.47)	Deductions: 129999.48	Net: 408330.99
Checks Count:-	FT 205	PT 13	Other 37	Female 227
			Male 27	Credit
			OverAmt 17	ZeroNet
			Term	Total: 254

Andrew Polakantos
8/26/24

2488 76351 3 37 0 2024 18700089 0 8/1/2024 548,413.00 548,413.00 ✓ 1 HOUSTON METHODIST SUGAR LAND HOSPITAL P 485 0 INCLM F 8/5/2024 6/5/2024 760545192

Andrew Dolas Senter
8/26/2024

APPROVED ON
AUG 26 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

HPHG, LLC dba 90 Degree Benefits

Monthly Billing for 9/1/2024

MEMORIAL MEDICAL CENTER (Mst Grp: 76350)
815 N VIRGINIA STREET
PORT LAVACA, TX 77979

Master Group Totals

SPEC AGG	176	\$55,024.90	Adjustments	5	\$1,295.25	Total Due
ADMIN FEES	176	\$7,568.00	Adjustments	4	\$86.00	\$56,320.15
PPO UR	176	\$3,352.80	Adjustments	4	\$38.10	\$7,654.00
CHIC MGMT FEE		\$700.00				\$3,390.90
						\$700.00

Balance Forward:		\$64,772.71
Payments:	-	\$64,772.71
Adjustments:	+	\$0.00

Beginning Balance:		\$0.00
Current Amount Due:	+	\$66,645.70
Current Adjustments:	+	\$1,419.35
Total Amount Due:		\$68,065.05

Description	Medical
EE	104
ES	18
EF	13
EC	41
Mst Total	176

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Make Check Payable To: Attn: Revenue Department
90 Degree Benefits
PO Box 13246
Birmingham, AL 35202

Please pay premium as billed. Changes received after billing has processed will be reflected on the next months bill.
Premium payment is due by the 10th of the month.

Andrew A. Santos
8/26/2024

**MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — Aug 19, 2024 - Aug 25, 2024**

<u>Date</u>	<u>Bank Description</u>	<u>MMC Notes</u>	<u>Amount</u>	<u>CPSI "Handwritten" Check" #</u>
8/23/2024	PAY PLUS ACHTrans 33544125 101000690005641 P	- 3rd Party Payor Fee	301.66 ✓	901324
8/23/2024	AMERISOURCE BERG PAYMENTS 0100007768 2100002	- 340B Drug Program Expense	3,155.74 ✓	500631
8/22/2024	PAY PLUS ACHTrans 33431357 101000699067403 P	- 3rd Party Payor Fee	20.65 ✓	901325
8/22/2024	HPHG LLC MEM.MED. MemMedCtr Ptlav 1131226500	- Health Insurance Claim Payments	20,130.00 ✓	800574
8/22/2024	ECLINICALWORKS BT0821 000000286255723 110751	- EMR Outpatient Clinic	481.25 ✓	800575
8/21/2024	WIRE OUT HEALTHEQUITY	- Wageworks	7,225.21 ✓	800576
8/21/2024	PAY PLUS ACHTrans 33273209 101000697763304 P	- 3rd Party Payor Fee	293 ✓	901326
8/21/2024	HPHG LLC MEM.MED. MemMedCtr Ptlav 11312265001	- Health Insurance Claim Payments	42,413.10 ✓	800577
8/21/2024	HPHG LLC MEM.MED. MemMedCtr Ptlav 11312265001	- Health Insurance Claim Payments	27,504.59 ✓	800578
8/20/2024	IRS USATAXPYMT 270463382162458 6103601000406	- Payroll Taxes	1,222.67 ✓	800579
8/20/2024	PAY PLUS ACHTrans 33123832 101000696676752 P	- 3rd Party Payor Fee	0.26 ✓	901327
8/20/2024	MCKESSON DRUG AUTO ACH ACH06132581 910000131	- 340B Drug Program Expense	10,708.30 ✓	500632
8/19/2024	WEBFILE TAX PYMT DD 902/76546120 21000029808	- Sales Tax	2,208.23 ✓	800580
8/19/2024	PAY PLUS ACHTrans 32958696 101000695368589 P	- 3rd Party Payor Fee	15.85 ✓	901328
8/19/2024	IRS USATAXPYMT 270463223787862 6103601000602	- Payroll Taxes	115,420.08 ✓	800581
			<u>230,810.52</u>	

Andrew De Los Santos
Andrew De Los Santos
Memorial Medical Center

8/26/2024

* Approved on 8.21.24 cc
* Approved on 8.14.24 cc

301.66 +
20.65 +
2.93 +
0.26 +
15.85 +
341.35

pay plus

**PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — ESTIMATED ACHS**

<u>Date</u>	<u>Description</u>	<u>MMC Notes</u>	<u>Amount</u>
8/30/2024	UC IGT	UC IGT	318,325.39 ✓
			<u>318,325.39</u> ✓

Andrew De Los Santos
Andrew De Los Santos
Memorial Medical Center

8/26/2024

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

341.35 +
0.00 +



Electronic Payment Network



Texas Comptroller of Public Accounts

Transaction Summary

Transaction Complete
Trace #

Texas Health and Human Services Commission Memorial Medical Center Operating County

Payment Total	\$318,325.39
Bank Routing and Account Number	
Settlement Date	8/30/2024
UC Hospital Amount	\$318,325.39 ✓✓
Entered By	Andrew De Los Santos

eClinicalWorks

Your Payment Confirmation

Confirmation #	Account	Invoice #	PO #	Inv Date	Due Date	Pay Amount
286255723		0002962764		06/03/2024	07/03/2024	481.25

(USD) Total Amount: \$481.25 ✓

Q.D.
8/26/24

RECEIVED BY THE
COUNTY AUDITOR ON

MEMORIAL MEDICAL CENTER

08/22/2024
12:43

AUG 22 2024

AP Open Invoice List

Due Dates Through: 09/14/2024

0
ap_open_invoice.template

Vendor# Vendor Name CALHOUN COUNTY, TEXAS
11816 ✓ ASHFORD GARDENS

Class Pay Code

✓ Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay
081924B 08/20/202 08/19/202 09/14/202

Gross	Discount	No-Pay	Net
84,419.30	0.00	0.00	84,419.30

Vendor Totals: Number Name
11816 ASHFORD GARDENS

Gross	Discount	No-Pay	Net
84,419.30	0.00	0.00	84,419.30

Report Summary

Grand Totals:

APPROVED ON

Gross
84,419.30

Discount
0.00

No-Pay
0.00

Net
84,419.30

AUG 22 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

08/22/2024
12:45

AUG 22 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 09/14/2024

0
ap_open_invoice.template

Vendor# Vendor Name CALHOUN COUNTY, TEXAS

Class Pay Code

11828 ✓ SOLERA WEST HOUSTON

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 081924		08/20/202	08/19/202	09/14/202			24,845.13	0.00	0.00	24,845.13

Vendor Totals: Number Name
11828 SOLERA WEST HOUSTON

VNC Q1PP Q3 2024

Gross	Discount	No-Pay	Net
24,845.13	0.00	0.00	24,845.13

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	24,845.13	0.00	0.00	24,845.13

APPROVED ON

AUG 22 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

08/22/2024
12:44

AUG 22 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 09/14/2024

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
081924		08/20/202	08/19/202	09/14/202			26,461.03	0.00	0.00	26,461.03 ✓
✓ 081924A		08/20/202	08/19/202	09/14/202			26,461.03	0.00	0.00	26,461.03 ✓

VHC QAPP Q3 2024

Vendor Totals: Number Name

11820 FORTBEND HEALTHCARE CENTER

Gross	Discount	No-Pay	Net
52,922.06	0.00	0.00	52,922.06

Report Summary

Grand Totals:

Gross
52,922.06

Discount
0.00

No-Pay
0.00

Net
52,922.06

APPROVED ON

AUG 22 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 22 2024

MEMORIAL MEDICAL CENTER

08/22/2024

12:44

CALHOUN COUNTY, TEXAS

AP Open Invoice List

Due Dates Through: 09/14/2024

0
ap_open_invoice.template

Vendor# Vendor Name

11832 ✓ BROADMOOR AT CREEKSIDE PARK

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 081924		08/20/202	08/19/202	09/14/202			31,449.36	0.00	0.00	31,449.36 ✓

Vendor Totals: Number

11832

BROADMOOR AT CREEKSIDE PARK

Gross	Discount	No-Pay	Net
31,449.36	0.00	0.00	31,449.36

Report Summary

Grand Totals:

Gross
31,449.36

Discount
0.00

No-Pay
0.00

Net
31,449.36

APPROVED ON

AUG 22 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

VHC DEPT Q3 2024

RECEIVED BY THE
COUNTY AUDITOR ON

08/22/2024
12:44

AUG 22 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 09/14/2024

0
ap_open_invoice.template

Vendor# Vendor Name
11824 THE CRESCENT

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 081224		08/20/202	08/12/202	09/14/202			2,448.00	0.00	0.00	2,448.00 ✓
✓ 081524		08/20/202	08/15/202	09/14/202			12,060.00	0.00	0.00	12,060.00 ✓
✓ 081524A		08/20/202	08/15/202	09/14/202			1,836.00	0.00	0.00	1,836.00 ✓
✓ 081524B		08/20/202	08/15/202	09/14/202			1,632.00	0.00	0.00	1,632.00 ✓
✓ 081924		08/20/202	08/19/202	09/14/202			23,339.86	0.00	0.00	23,339.86 ✓

INS. PMK. dep. into MMC dep. in error

UHC DEPT Q3 2024

Vendor Totals: Number Name
11824 THE CRESCENT

Gross	Discount	No-Pay	Net
41,315.86	0.00	0.00	41,315.86

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
APPROVED ON	41,315.86	0.00	0.00	41,315.86

AUG 22 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

AUG 22 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

08/22/2024

12:45

Due Dates Through: 09/14/2024

ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Vendor# Vendor Name

Class Pay Code

11836 GOLDENCREEK HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 081424		08/20/202	08/14/202	09/14/202			55,649.01	0.00	0.00	55,649.01 ✓
✓ 080624		08/20/202	08/06/202	09/14/202			6,918.98	0.00	0.00	6,918.98 ✓
✓ 080924		08/20/202	08/09/202	09/14/202			20,570.55	0.00	0.00	20,570.55 ✓
✓ 081324D		08/20/202	08/13/202	09/14/202			582.51	0.00	0.00	582.51 ✓
✓ 081324B		08/20/202	08/13/202	09/14/202			12,754.38	0.00	0.00	12,754.38 ✓
✓ 081324A		08/20/202	08/13/202	09/14/202			2,246.16	0.00	0.00	2,246.16 ✓
✓ 081324C		08/20/202	08/13/202	09/14/202			5,925.00	0.00	0.00	5,925.00 ✓
✓ 081524		08/20/202	08/15/202	09/14/202			97.32	0.00	0.00	97.32 ✓
✓ 081924		08/20/202	08/19/202	09/14/202			40,230.16	0.00	0.00	40,230.16 ✓

Vendor Totals: Number Name

11836 GOLDENCREEK HEALTHCARE

Gross Discount No-Pay Net
144,974.07 0.00 0.00 144,974.07

APPROVED ON

Report Summary

Grand Totals:

AUG 22 2024 144,974.07

Discount
0.00

No-Pay
0.00

Net
144,974.07

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

08/22/2024
12:55

RECEIVED BY THE
COUNTY AUDITOR ON MEMORIAL MEDICAL CENTER

AUG 22 2024

AP Open Invoice List
Due Dates Through: 09/14/2024

0
ap_open_invoice.template

Vendor# Vendor Name Class Pay Code
13004 ✓ TUSCANY VILLAGE CALHOON COUNTY, TEXAS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 080924		08/20/202	08/09/202	09/14/202			12,366.12	0.00	0.00	12,366.12 ✓
✓ 081424		08/20/202	08/14/202	09/14/202			11,104.78	0.00	0.00	11,104.78 ✓
✓ 081924		08/20/202	08/19/202	09/14/202			19,346.43	0.00	0.00	19,346.43 ✓

ins. pmt. dep. into mmc opt. in error

VHC APP 03 2024

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
13004	TUSCANY VILLAGE	42,817.33	0.00	0.00	42,817.33

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	42,817.33	0.00	0.00	42,817.33

APPROVED ON

AUG 22 2024

BY COUNTY AUDITOR
CALHOON COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

08/22/2024
12:46

AUG 22 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 09/14/2024

0
ap_open_invoice.template

Vendor# Vendor Name
12792 BETHANY SENIOR LIVING

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 080924		08/20/202	08/09/202	09/14/202			5,534.89	0.00	0.00	5,534.89 ✓
✓ 081324A		08/20/202	08/13/202	09/14/202			19,855.13	0.00	0.00	19,855.13 ✓
✓ 081324B		08/20/202	08/13/202	09/14/202			9,107.76	0.00	0.00	9,107.76 ✓
✓ 081424		08/20/202	08/14/202	09/14/202			6,049.17	0.00	0.00	6,049.17 ✓
✓ 081424A		08/20/202	08/14/202	09/14/202			15,204.63	0.00	0.00	15,204.63 ✓
✓ 081924		08/20/202	08/19/202	09/14/202			28,677.72	0.00	0.00	28,677.72 ✓

ins. pmc. dep. into mmc dep. in error

UHC DRPP Q3 2024

Vendor Totals: Number Name
12792 BETHANY SENIOR LIVING

Gross Discount No-Pay Net
84,429.30 0.00 0.00 84,429.30

Report Summary

Grand Totals: Gross Discount No-Pay Net
84,429.30 0.00 0.00 84,429.30

APPROVED ON

AUG 22 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Canteen Transfer
Prosperity Accounts
8/26/2024

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
248,669.37		225,119.86	202,646.62	290,701.90		313,274.74	248,669.37
						Bank Balance Variance	

Routing Information for Ashford Gardens

Ashford Health Care Center Ltd Co
18 Morgan Chase Bank

144,703.83

156,110.37

229,090.36

Leave in Balance	100.00
Molina June, Q3 and YS Adj's	22,306.04
Wellpoint June & Q3	42,032.13
July Interest	167.20
Aug Interest	
Sept Interest	
Adjust Balance/Transfer Amt	248,669.37
Bank Balance	297,683.82
Bank Balance Variance	237,683.82
Leave in Balance	100.00
Molina June, Q3 and YS Adj's	8,308.82
Wellpoint June & Q3	15,553.49

213,436.87

734,633.73

210,642.00

405,310.60

July Interest	184.64
Aug Interest	
Sept Interest	
Adjust Balance/Transfer Amt	213,436.87
Bank Balance	419,102.33
Bank Balance Variance	419,102.33
Leave in Balance	100.00
Molina June, Q3 and YS Adj's	6,118.20
Claim payment owed to Tuscony	17,500.00
Wellpoint June & Q3	11,590.95
July Interest	279.53
Aug Interest	
Sept Interest	
Adjust Balance/Transfer Amt	388,719.65
Bank Balance	94,578.92
Bank Balance Variance	94,578.92
Leave in Balance	100.00
Molina June, Q3 and YS Adj's	6,908.22
Wellpoint June & Q3	13,147.01
July Interest	57.09
Aug Interest	
Sept Interest	
Adjust Balance/Transfer Amt	74,871.60
Bank Balance	280,914.11
Bank Balance Variance	280,914.11
Leave in Balance	100.00
Molina June, Q3 and YS Adj's	6,394.84
Wellpoint June & Q3	12,507.62
July Interest	209.57
Aug Interest	
Sept Interest	
Adjust Balance/Transfer Amt	281,502.08

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

248,669.37 +

313,274.74 +

393,719.65 +

74,871.60 +

261,502.08 +

1,181,029.37

Total Send / Back Money

Note: Only balances of over \$500.00 will be transferred to the Nursing Home.

Note 2: Tech account has a base balance of \$100 that MHC deposited to open account.

TOTAL TRANSFERS

1,181,029.37

Approved: Andrew De los Santos

8/26/2024

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
8/23/2024 MANAGEANDNET1718 MHS PMNT 000000000000095 41	7,294.00						7,294.00
8/23/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216831	184.20						184.20
8/23/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216288	4,331.85						4,331.85
8/23/2024 WELLPOINT CO AP E-PAYMENT 053249937 1110000	17,444.38	21,542.38	8,081.97			22,846.97	4,257.38
8/23/2024 WELLPOINT CO AP E-PAYMENT 053249937 1110000	62,150.54			27,444.06	34,705.48	15,645.16	43,505.38
8/23/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000							12,295.74
8/22/2024 Deposit	8,495.73						8,495.73
8/22/2024 NOVITAS SOLUTION HCCLAIMPMT 675423 420000115	2,943.52						2,943.52
8/22/2024 HEALTH HUMAN SVC HCCLAIMPMT 174600341113001 2	9,996.00						9,996.00
8/21/2024 WIRE OUT ASHFORD HEALTH CARE CENTER LTD	102,546.62						
8/21/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216665	5,119.45						5,119.45
8/21/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216226	3,308.31						3,308.31
8/21/2024 NOVITAS SOLUTION HCCLAIMPMT 675423 420000100	2,834.65						2,834.65
8/20/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216449	3,814.02						3,814.02
8/20/2024 NOVITAS SOLUTION HCCLAIMPMT 675423 420000170	13,336.76						13,336.76
8/19/2024 MANAGEANDNET1718 MHS PMNT 000000000000095 41	7,702.93						7,702.93
8/19/2024 NOVITAS SOLUTION HCCLAIMPMT 675423 420000115	78,508.60						78,508.60
8/19/2024 HEALTH HUMAN SVC HCCLAIMPMT 174600341113001 2	40,700.85						40,700.85
	202,546.62	290,701.50	21,562.39	8,081.97	27,444.06	34,705.48	248,669.87

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
8/23/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216180	6,492.97						6,492.97
8/23/2024 WELLPOINT CO AP E-PAYMENT 053249937 1110000	10,861.59	7,935.34	2,195.95			6,704.13	1,677.11
8/23/2024 WELLPOINT CO AP E-PAYMENT 053249937 1110000	24,144.33			10,238.80	12,943.75	6,960.87	18,133.19
8/23/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000							2,290.34
8/23/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	224.34						224.34
8/22/2024 Deposit	3,332.79						3,332.79
8/22/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216487	6,434.36						6,434.36
8/22/2024 NOVITAS SOLUTION HCCLAIMPMT 675357 420000114	5,238.51						5,238.51
8/21/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	156,110.37						
8/21/2024 MANAGEANDNET1718 MHS PMNT 0000000000004393 41	43,641.53						43,641.53
8/21/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216665	8,991.15						8,991.15
8/21/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216666	5,244.82						5,244.82
8/21/2024 NOVITAS SOLUTION HCCLAIMPMT 675357 420000100	30,208.60						30,208.60
8/20/2024 Deposit	3,588.61						3,588.61
8/20/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216119	1,399.58						1,399.58
8/20/2024 HUMANA HNS CO HCCLAIMPMT 55026134 8300001349	3,160.00						3,160.00
8/19/2024 MANAGEANDNET1718 MHS PMNT 0000000000004293 41	7,312.50						7,312.50
8/19/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216091	19,972.40						19,972.40
8/19/2024 NOVITAS SOLUTION HCCLAIMPMT 675357 420000115	10,012.52						10,012.52
	156,110.37	229,090.86	7,935.34	2,195.95	10,238.80	12,943.75	213,436.87

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
8/23/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216268	14,940.55						14,940.55
8/23/2024 WELLPOINT CO AP E-PAYMENT 053249937 1110000	7,279.04	5,824.48	1,454.56			7,439.59	1,140.16
8/23/2024 WELLPOINT CO AP E-PAYMENT 053249937 1110000	17,100.23			7,407.40	9,583.43	5,157.37	12,031.36
8/23/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	7,987.24						7,987.24
8/23/2024 NOVITAS SOLUTION HCCLAIMPMT 675323 420000144	16,815.89						16,815.89
8/23/2024 HEALTH HUMAN SVC HCCLAIMPMT 174600341113001 2	1,340.53						1,340.53
8/23/2024 Deposit	2,280.03						2,280.03
8/22/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216079	26,173.57						26,173.57
8/22/2024 NOVITAS SOLUTION HCCLAIMPMT 675323 420000114	10,661.95						10,661.95
8/22/2024 HEALTH HUMAN SVC HCCLAIMPMT 174600341113001 2	41,629.59						41,629.59
8/21/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	210,642.00						
8/21/2024 MANAGEANDNET1718 MHS PMNT 0000000000001268 41	6,385.83						6,385.83
8/21/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216565	8,036.82						8,036.82
8/21/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	628.04						628.04
8/21/2024 NOVITAS SOLUTION HCCLAIMPMT 675323 420000100	200,543.39						200,543.39
8/20/2024 Deposit	9,384.00						9,384.00
8/20/2024 MANAGEANDNET1718 MHS PMNT 0000000000001268 41	4,613.00						4,613.00
8/20/2024 DEVOTED HEALTH P HCCLAIMPMT 210000219674054	1,976.00						1,976.00
8/20/2024 DEVOTED HEALTH P HCCLAIMPMT 210000219674054	7,700.00						7,700.00
8/19/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216019	18,285.73						18,285.73
8/19/2024 DEVOTED HEALTH P HCCLAIMPMT 210000219674054	439.27						439.27
8/19/2024 UNITEDHEALTHCARE HCCLAIMPMT 746003411 124384	2,460.00						2,460.00
8/19/2024 HealthChoice HCCLAIMPMT 746003411 1243848756	1,264.00						1,264.00
	210,642.00	405,310.80	5,944.86	1,629.08	7,607.60	9,583.43	393,719.65

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
8/23/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216120	34,146.22						34,146.22
8/23/2024 WELLPOINT CO AP E-PAYMENT 053249937 1110000	8,810.48	8,718.48	7,900.00			7,599.31	1,310.18
8/23/2024 WELLPOINT CO AP E-PAYMENT 053249937 1110000	15,080.19			8,607.10	10,913.15	5,447.11	18,847.25
8/23/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384	5,590.00						5,590.00
8/22/2024 Deposit	2,695.10						2,695.10
8/22/2024 MANAGEANDNET1718 MHS PMNT 0000000000004294 41	5,715.20						5,715.20
8/22/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216516	11,077.69						11,077.69
8/21/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	29,614.68						
8/21/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	211.24						211.24
	29,614.68	87,518.61	6,725.66	1,900.83	8,637.70	10,853.15	74,371.60

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
8/23/2024 WELLPOINT CO AP E-PAYMENT 053249937 1110000	8,516.50	8,484.98	1,843.52			7,020.04	1,496.46
8/23/2024 WELLPOINT CO AP E-PAYMENT 053249937 1110000	14,791.25			7,324.84	10,863.31	5,437.58	12,841.57
8/23/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384	11,700.00						11,700.00
8/23/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	39.00						39.00
8/23/2024 NOVITAS SOLUTION HCCLAIMPMT 675310 420000144	3,851.71						3,851.71
8/23/2024 HUMANA CHA OHS HCCLAIMPMT 55332045 420000112	15,072.47						15,072.47
8/23/2024 HEALTH HUMAN SVC HCCLAIMPMT 174600341113001 2	7,900.00						7,900.00
8/23/2024 Deposit	4,375.11						4,375.11
8/22/2024 MANAGEANDNET1718 MHS PMNT 0000000000002482 41	2,624.83						2,624.83
8/22/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216059	877.50						877.50
8/22/2024 NOVITAS SOLUTION HCCLAIMPMT 675310 420000114	4,851.49						4,851.49
8/22/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	4,073.25						4,073.25
	128,314.45						

8/11/2024 HNB - ECHO HCCLAIMPMT 746003411 440000238665
 8/11/2024 NOVITAS SOLUTION HCCLAIMPMT 676310 420000100
 8/11/2024 AARP Supplementa HCCLAIMPMT 746003411 124384
 8/20/2024 HEALTH HUMAN SVC HCCLAIMPMT 7460034113007 2
 8/19/2024 HNB - ECHO HCCLAIMPMT 746003411 440000240919
 8/19/2024 UNITEDHEALTHCARE HCCLAIMPMT 746003411 124384
 8/19/2024 HUMANA INS CO HCCLAIMPMT 54909391 9300005804

I:\NH Weekly Transfers\Bank Download Worksheet\2024\AUGUST\NH Bank Download 8.19.24-8.23.24

Page 1

-	12,664.88	-	12,664.88
-	151,219.74	-	151,219.74
-	104.17	-	104.17
-	3,804.72	-	3,804.72
-	23,375.38	-	23,375.38
-	650.00	-	650.00
-	395.00	-	395.00

TOTALS

128,314.45	274,009.70	6,454.98	1,383.52	7,928.64	10,363.31	12,507.62	261,502.08
727,228.12	1,286,630.77	48,677.22	13,851.35	61,856.30	78,432.32	94,891.21	1,191,699.56

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,950,603.80	\$2,022,147.49	\$1,950,603.80	\$1,839,726.41
*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 ✓	\$313,274.74 ✓	\$324,340.84	\$313,274.74	\$199,374.06
*4403 MEMORIAL MEDICAL / NH BROADMOOR ✓	\$237,683.82 ✓	\$259,486.79	\$237,683.82	\$195,130.33
*4411 MEMORIAL MEDICAL / NH CRESCENT ✓	\$429,302.33 ✓	\$447,402.15	\$429,302.33	\$363,452.95
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON ✓	\$280,914.11 ✓	\$295,782.17	\$280,914.11	\$211,345.37
*4446 MEMORIAL MEDICAL / NH FORT BEND ✓	\$94,578.92 ✓	\$96,881.27	\$94,578.92	\$26,721.86
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$166,859.72	\$166,859.72	\$166,859.72	\$164,264.50
*4551 CAL CO INDIGENT HEALTHCARE	\$5,496.08	\$5,496.08	\$5,496.08	\$5,496.08
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$3,025.20	\$3,025.20	\$3,025.20	\$3,025.20
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$835.43	\$925.43	\$835.43	\$240.00
*5506 MMC -NH BETHANY SENIOR LIVING	\$180,485.88	\$183,699.21	\$180,485.88	\$178,038.40
*3407 MMC -NH TUSCANY VILLAGE	\$409,773.69	\$422,177.87	\$409,773.69	\$326,185.54
*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	\$4,078,958.01	\$4,234,348.51	\$4,078,958.01	\$3,519,124.99

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
8/26/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Golden Creek~~		70,163.10	49,080.57	145,777.19		166,859.72	123,234.65
					Bank Balance Variance	166,859.72	
					Leave in Balance	100.00	
					Superior June	20,830.62	
					Superior Q3 & YRS Adj	22,542.54	
					July Interest	151.91	
					Aug Interest		
					Sept Interest		
					Adjust Balance/Transfer Amt	123,234.65	

Routine 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 8/26/2024

APPROVED ON
AUG 26 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS



8/13/2024 TSY5/TRANSFIRST CR CO DEP 543684555876917 91
8/12/2024 Deposit
8/11/2024 WIRE OUT MERION HEALTH d/b/a GOLDEN CREEK HC
8/11/2024 TSY5/TRANSFIRST CR CO DEP 543684555876917 91
8/11/2024 HNB - ECHO HCCLAIMPMT 746003411 440000238665
8/11/2024 NOVITAS SOLUTION HCCLAIMPMT 676097 420000100
8/11/2024 GOLDEN CREEK HEALTH ACH 00765438514 11100000315
8/20/2024 Deposit
8/20/2024 HNB - ECHO HCCLAIMPMT 746003411 440000201047
8/19/2024 TSY5/TRANSFIRST CR CO DEP 543684555876917 91
8/18/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001380

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 &Lapre	QIPP TI	
-	2,595.22	-	-	-	-	-	2,595.22
-	11,753.73	-	-	-	-	-	11,753.73
49,080.57	-	-	-	-	-	-	-
-	1,500.00	-	-	-	-	-	1,500.00
-	352.84	-	-	-	-	-	352.84
-	66,173.23	-	-	-	-	-	66,173.23
-	34,638.18	(184.56)	(50.04)	25,340.64	31,527.14	22,542.54	34,090.64
-	1,013.03	-	-	-	-	-	1,013.03
-	2,320.34	-	-	-	-	-	2,320.34
-	3,101.37	-	-	-	-	-	3,101.37
-	334.25	-	-	-	-	-	334.25
49,080.57	145,777.39	(184.56)	(50.04)	25,340.64	31,527.14	22,542.54	123,234.65

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,950,603.80	\$2,022,147.49	\$1,950,603.80	\$1,839,726.41
*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	\$313,274.74	\$324,340.84	\$313,274.74	\$199,374.06
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$237,683.82	\$259,486.79	\$237,683.82	\$195,130.33
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$429,302.33	\$447,402.15	\$429,302.33	\$363,452.95
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$280,914.11	\$295,782.17	\$280,914.11	\$211,345.37
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$94,578.92	\$96,881.27	\$94,578.92	\$26,721.86
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE ✓	\$166,859.72 ✓	\$166,859.72	\$166,859.72	\$164,264.50
*4551 CAL CO INDIGENT HEALTHCARE	\$5,496.08	\$5,496.08	\$5,496.08	\$5,496.08
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$3,025.20	\$3,025.20	\$3,025.20	\$3,025.20
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$835.43	\$925.43	\$835.43	\$240.00
*5506 MMC -NH BETHANY SENIOR LIVING	\$180,485.88	\$183,699.21	\$180,485.88	\$178,038.40
*3407 MMC -NH TUSCANY VILLAGE	\$409,773.69	\$422,177.87	\$409,773.69	\$326,185.54
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2988 MMC -MONEY MARKET FUND	\$5,038.90	\$5,038.90	\$5,038.90	\$5,038.90
Total Balance	\$4,078,958.01	\$4,234,348.51	\$4,078,958.01	\$3,519,124.99

CONFIDENTIAL

8/22/2024 HNB - ECHO HCCLAIMPMT 746003411 440000276059
8/20/2024 HNB - ECHO HCCLAIMPMT 746003411 440000201034

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	602.50	-	-	-	-	-	602.50
-	225.70	-	-	-	-	-	225.70
-	828.20	-	-	-	-	-	828.20

CONFIDENTIAL

8/23/2024 MERCHANT BANKCD DEPOSIT 496478518889 91000001
8/22/2024 MERCHANT BANKCD DEPOSIT 496478518889 91000001
8/21/2024 WIRE OUT HMG Rockport SNF, LP - Commerical

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
-	595.43	-	-	-	-	-	595.43
-	140.00	-	-	-	-	-	140.00
5,015.91	-	-	-	-	-	-	-
5,015.91	735.43	-	-	-	-	-	735.43
5,015.91	1,568.63	-	-	-	-	-	1,568.63

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,950,603.80	\$2,022,147.49	\$1,950,603.80	\$1,839,726.41
*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	\$313,274.74	\$324,340.84	\$313,274.74	\$199,374.06
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$237,683.82	\$259,486.79	\$237,683.82	\$195,130.33
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$429,302.33	\$447,402.15	\$429,302.33	\$363,452.95
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$280,914.11	\$295,782.17	\$280,914.11	\$211,345.37
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$94,578.92	\$96,881.27	\$94,578.92	\$26,721.86
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$166,859.72	\$166,859.72	\$166,859.72	\$164,264.50
*4551 CAL CO INDIGENT HEALTHCARE	\$5,496.08	\$5,496.08	\$5,496.08	\$5,496.08
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$3,025.20	\$3,025.20	\$3,025.20	\$3,025.20
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$835.43	\$925.43	\$835.43	\$240.00
*5506 MMC -NH BETHANY SENIOR LIVING	\$180,485.88	\$183,699.21	\$180,485.88	\$178,038.40
*3407 MMC -NH TUSCANY VILLAGE	\$409,773.69	\$422,177.87	\$409,773.69	\$326,185.54
*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	\$4,078,958.01	\$4,234,348.51	\$4,078,958.01	\$3,519,124.99

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
8/26/2024

Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Chq Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Nursing Home	148,443.01	135,325.73	596,656.41			409,773.69	364,615.30
Bank Balance Variance						409,773.69	
Leave in Balance						100.00	
Moline June, Q3 and Y5 Adj's						13,017.38	
Wellpoint June & Q3						24,559.11	
Claim Payment to Crescent						7,488.00	
Adjust Balance/Transfer Amt						364,615.30	

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 8/26/2024

APPROVED ON
AUG 26 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

08/23/2024

MMC PORTION				
QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI

Transfer-Out	Transfer-In						NH PORTION
8/23/2024 HNB - ECHO HCCLAIMPMT 746003411 440000216180	47,234.94						47,234.94
8/23/2024 WELLPOINT CO-OP PAYMENT EES184947 1110000	36,553.21	12,753.00	3,727.80	718.20	19,154.21	24,553.11	11,800.11
8/21/2024 Deposit	20,962.80						20,962.80
8/21/2024 Deposit	16,034.95						16,034.95
8/21/2024 HNB - ECHO HCCLAIMPMT 746003411 440000276936	76,192.97						76,192.97
8/21/2024 NOVITAS SOLUTION HCCLAIMPMT 676201 420000114	161,681.32						161,681.32
8/21/2024 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE	135,325.73						
8/21/2024 Deposit	408.00						408.00
8/20/2024 Deposit	28,968.22						28,968.22
8/20/2024 Deposit	8,820.00						8,820.00
135,325.73	396,656.41	12,753.00	3,727.80	718.20	19,154.21	24,553.11	372,103.31

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,950,603.80	\$2,022,147.49	\$1,950,603.80	\$1,839,726.41
*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	\$313,274.74	\$324,340.84	\$313,274.74	\$199,374.06
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$237,683.82	\$259,486.79	\$237,683.82	\$195,130.33
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$429,302.33	\$447,402.15	\$429,302.33	\$363,452.95
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$280,914.11	\$295,782.17	\$280,914.11	\$211,345.37
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$94,578.92	\$96,881.27	\$94,578.92	\$26,721.86
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$166,859.72	\$166,859.72	\$166,859.72	\$164,264.50
*4551 CAL CO INDIGENT HEALTHCARE	\$5,496.08	\$5,496.08	\$5,496.08	\$5,496.08
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$3,025.20	\$3,025.20	\$3,025.20	\$3,025.20
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$835.43	\$925.43	\$835.43	\$240.00
*5506 MMC -NH BETHANY SENIOR LIVING	\$180,485.88	\$183,699.21	\$180,485.88	\$178,038.40
*3407 MMC -NH TUSCANY VILLAGE ✓	\$409,773.69 ✓	\$422,177.87	\$409,773.69	\$326,185.54
*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	\$4,078,958.01	\$4,234,348.51	\$4,078,958.01	\$3,519,124.99

Memorial Medical Center
Nursing Home UPL
Weekly HSL Transfer
Prosperity Accounts
8/26/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Memorial Medical Center~~		39,478.08	17,995.76	159,003.56			180,485.88	144,081.74
						Bank Balance	180,485.88	
						Variance		
						Leave in Balance	100.00	
						Superior June	21,263.06	
						Superior Q3	14,921.82	
						July Interest	119.26	
						Aug Interest		
						Sept Interest		

Adjust Balance/Transfer Amt 144,081.74

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 8/26/2024

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

[REDACTED]

8/23/2024 HOSPICE OF SOUTH Payments NF 119122050015011
8/21/2024 WIRE OUT PORT LAVACA NH, LLC
8/21/2024 NOVITAS SOLUTION HCCLAIMPMT 676481 470000100
8/9/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113016 2
8/21/2024 Centene Management ACH 008765433314 1110000181
8/19/2024 HNB - ECHO HCCLAIMPMT 746003411 440000240919
8/19/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113016 2

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP T1	
17,995.76	2,447.48						2,447.48
	91,907.85						91,907.85
	4,198.02						4,198.02
	42,833.78			12,853.79	29,779.99	44,921.81	37,711.96
	1,504.63						1,504.63
	16,311.79						16,311.79
17,995.76	159,003.56			12,853.79	29,779.99	44,921.82	144,081.74

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,950,603.80	\$2,022,147.49	\$1,950,603.80	\$1,839,726.41
*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	\$313,274.74	\$324,340.84	\$313,274.74	\$199,374.06
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$237,683.82	\$259,486.79	\$237,683.82	\$195,130.33
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$429,302.33	\$447,402.15	\$429,302.33	\$363,452.95
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$280,914.11	\$295,782.17	\$280,914.11	\$211,345.37
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$94,578.92	\$96,881.27	\$94,578.92	\$26,721.86
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$166,859.72	\$166,859.72	\$166,859.72	\$164,264.50
*4551 CAL CO INDIGENT HEALTHCARE	\$5,496.08	\$5,496.08	\$5,496.08	\$5,496.08
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$3,025.20	\$3,025.20	\$3,025.20	\$3,025.20
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$835.43	\$925.43	\$835.43	\$240.00
*5506 MMC -NH BETHANY SENIOR LIVING	\$180,485.88	\$183,699.21	\$180,485.88	\$178,038.40
*3407 MMC -NH TUSCANY VILLAGE	\$409,773.69	\$422,177.87	\$409,773.69	\$326,185.54
*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	\$4,078,958.01	\$4,234,348.51	\$4,078,958.01	\$3,519,124.99

Ashford ✓

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

MMC Operating

Date Requested: ✓

8/26/2024

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APPROVED ON

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AUG 26 2024

E

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

E

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT:

\$

42,032.13 ✓

G/L NUMBER:

10255040

EXPLANATION:

Wellpoint June & Q3 - Hospital Portion ✓

REQUESTED BY:

Michelle Cumberland

AUTHORIZED BY: ✓

Andrew DeFonzo

8/26/2024

Broadmoor ✓

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

MMC Operating

Date Requested:

8/26/2024

A

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E

APPROVED ON

AUG 26 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:

\$

15,653.49 ✓

G/L NUMBER:

10255040

EXPLANATION:

Wellpoint June & Q3 - Hospital Portion ✓

REQUESTED BY:

Michelle Cumberland

AUTHORIZED BY: ✓

Andrea D. Fox

8/26/2024

Crescent ✓

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

MMC Operating

Date Requested: 8/26/2024

A

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APPROVED ON

AUG 26 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:

\$ 11,590.95 ✓

G/L NUMBER:

10255040

EXPLANATION:

Wellpoint June & Q3 - Hospital Portion ✓

REQUESTED BY:

Michelle Cumberland

AUTHORIZED BY: ✓

Andrew D. Fox

8/26/2024

Fort Bend ✓

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

MMC Operating

Date Requested:

8/26/2024

A

APPROVED ON

Y

AUG 26 2024

E

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

E

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT:

\$

13,147.01 ✓

G/L NUMBER:

10255040

EXPLANATION:

Wellpoint June & Q3 - Hospital Portion ✓

REQUESTED BY:

Michelle Cumberland

AUTHORIZED BY: ✓

Andrew DeLeon

8/26/2024

Solera ✓

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

MMC Operating

Date Requested: 8/26/2024

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E

APPROVED ON

AUG 26 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:

\$ 12,507.62 ✓

G/L NUMBER:

10255040

EXPLANATION:

Wellpoint June & Q3 - Hospital Portion ✓

REQUESTED BY:

Michelle Cumberland

AUTHORIZED BY: ✓

Andrew D. Forster

8/26/2024

Golden Creek /

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

MMC Operating

Date Requested:

8/26/2024

A

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APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CATHOLIN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT:

\$

22,542.54 ✓

G/L NUMBER:

10255040

EXPLANATION:

Superior Q3 & YR5 Adj 3- Hospital Portion ✓

REQUESTED BY:

Michelle Cumberland

AUTHORIZED BY: ✓

Andrew D. Porter

8/26/2024

Bethany ✓

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P MMC Operating Date Requested: 8/26/2024
A

Y APPROVED ON

E AUG 26 2024

E BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

FOR ACCT USE ONLY

☐ Imprest Cash
☐ A/P Check
☐ Mail Check to Vendor
☐ Return Check to Dept

AMOUNT: \$ 14,921.82 ✓ G/L NUMBER: 10255040

EXPLANATION: Superior Q3 & YR5 Adj 3- Hospital Portion ✓

REQUESTED BY: Michelle Cumberland

AUTHORIZED BY: Andrew DeFor Santos ✓

8/26/2024

Tuscany

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

MMC Operating

Date Requested:

8/26/2024

A

Y

APPROVED ON

E

AUG 26 2024

E

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT:

\$ 24,553.11

G/L NUMBER:

10255040

EXPLANATION:

Wellpoint June & Q3 - Hospital Portion

REQUESTED BY:

Michelle Cumberland

AUTHORIZED BY:

Andrew D. Foster

8/26/2024

QIPP PMTS TO MMC 8.26.24

QIPP Payment to MMC from Nursing Facilities

Commissioner's Court

8/28/2024

NH Name	From Bank Acct #	Ck #	Payee	GL #	Walpoint Month 8-23	Superior Q3 B- YRS Adj 3					TOTAL	Date
Ashford ✓		Prosperity	MMC-Prosperity Operating	10255040	42,032.13	✓					42,032.13	8/28/2024
Broadmoor ✓		Prosperity	MMC-Prosperity Operating	10255040	15,653.49	✓					15,653.49	8/28/2024
Crescent ✓		Prosperity	MMC-Prosperity Operating	10255040	11,590.95	✓					11,590.95	8/28/2024
Fort Bend ✓		Prosperity	MMC-Prosperity Operating	10255040	13,147.01	✓					13,147.01	8/28/2024
Solera ✓		Prosperity	MMC-Prosperity Operating	10255040	12,507.62	✓					12,507.62	8/28/2024
Golden Creek ✓		Prosperity	MMC-Prosperity Operating	10255040		✓	22,542.54	✓			22,542.54	8/28/2024
Bethany ✓		Prosperity	MMC-Prosperity Operating	10255040		✓	14,921.82	✓			14,921.82	8/28/2024
Tuscani ✓		Prosperity	MMC-Prosperity Operating	10255040	24,553.11	✓					24,553.11	8/28/2024
			Total:		119,484.31	✓	37,464.36	✓			156,948.67	

Note:

Approved: Andrew De Los Santos
ANDREW DE LOS SANTOS 8/26/2024

check 359

Crescent

MEMORIAL MEDICAL CENTER CHECK REQUEST

P
A
Y
E
E

Tuscany Village ✓

Date Requested: 8/19/2024

APPROVED ON

AUG 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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: \$ 17,500.00 ✓

G/L NUMBER: 21400007

EXPLANATION: Claim pymnts owed from Crescent to Tuscany

REQUESTED BY: Caitlin Clevenger

AUTHORIZED BY: Andrew D. [Signature]

8/19/2024

Tuscany /

MEMORIAL MEDICAL CENTER CHECK REQUEST

P

Crescent ✓

Date Requested:

8/26/2024

A

Y

APPROVED ON

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AUG 26 2024

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BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
- ☐ A/P Check
- ☐ Mail Check to Vendor
- ☐ Return Check to Dept

AMOUNT:

\$

7,488.00 ✓

G/L NUMBER:

21400007

EXPLANATION:

Claim payment - Transfer from Tuscany to Crescent

REQUESTED BY:

Michelle Cumberland

AUTHORIZED BY: ✓

Andrew J. Santos

8/26/2024