



October 2, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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

THE FOLLOWING MEMBERS WERE PRESENT:

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

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

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

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

4. General Discussion of Public Matters and Public Participation.

Sheila Dierschke with Hunter Hadley's Quest gave information on event they will be hosting December 7th and invited the public to attend.

5. Approve September 25, 2024 Commissioners' Court 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. Hear Report from Memorial Medical Center. (RHM)

Erin Clevenger gave report for August 2024.
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7. Consider and take necessary action to approve a proclamation declaring October 6-12, 2024 as National 4-H Week in Calhoun County. (RHM)

Emily gave introduction and allowed members to introduce themselves. McKenna Gvarra, Justice Epley, Sunny Arriaga, Clay Brumfield, Madden Gvarra and Bryce Sandy introduced themselves. Emily read the proclamation.

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

8. Consider and take necessary action to waive the 60-day waiting period for insurance for the City employees transitioning to County employees for the Emergency Communications Division only. This is a one-time instance and pertains to no other department. (DEH)

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

9. Consider and take necessary action to approve Change Order No. 1 for the Magnolia Beach - Ocean Drive Bulkhead Cap Replacement Project using GOMESA funds and authorize the County Judge to sign. (DEH)

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

10. Consider and take necessary action to approve a contract with Great American Financial Services for a Kyocera 4054ci copier/fax machine for the District Attorney's Office and authorize the County Judge to sign. (RHM)

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 approve the Specifications and Contract Documents for Bid Number 2024.10 Annex Building Roof Improvements Project for Calhoun County, Texas and to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, October 22, 2024 at the Commissioners Courtroom. Sealed Bids are scheduled to be due before 2:00:00 pm, Tuesday, November 5, 2024 at the County Judge's Office. (RHM)

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

12. Consider and take necessary action to authorize G & W Engineers, Inc. to release any addenda necessary to the bidding documents if approved by County Judge that is related to the Bid Number 2024.10 Annex Building Roof Improvements Project for Calhoun County, Texas. (RHM)

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

13. Consider and take necessary action to approve the specifications/scope of services for the Request for Qualifications, RFQ 2024.11 for Professional Engineering, Architectural, and Surveying Services for the CMP Cycle 29 Grant, GLO Contract No. 25-003-009-E702 for New Amenities at Bill Sanders County Park and authorize the County Auditor to advertise for these services. RFQ 2024.11 will be due by 2:00 PM, Monday, November 4, 2024. (GDR)

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

14. Consider and take necessary action 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

15. 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 10:33am



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)**
- ☒ **All Documents for Clerk Signature Flagged
(All documents needing to be attested to need to be
signed day of Commissioner's Court.) $\oplus$**

On this 2nd day of October 2024, the packet
for the 2nd day of October 2024 Commissioners'
Court Regular Session was submitted from the Calhoun County Judge's office
to the Calhoun County Clerk's Office.

Debbie Vickery
Calhoun County Judge/Assistant

AGENDA



Richard H. Meyer
County Judge

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

NOTICE OF MEETING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, October 2, 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

The subject matter of such meeting is as follows:

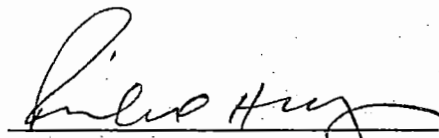
1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Approve September 25, 2024 Commissioners' Court Meeting Minutes. (RHM)
6. Hear Report from Memorial Medical Center. (RHM)
7. Consider and take necessary action to approve a proclamation declaring October 6-12, 2024 as National 4-H Week in Calhoun County. (RHM)
8. Consider and take necessary action to waive the 60-day waiting period for insurance for the City employees transitioning to County employees for the Emergency Communications Division only. This is a one-time instance and pertains to no other department. (DEH)
9. Consider and take necessary action to approve Change Order No. 1 for the Magnolia Beach - Ocean Drive Bulkhead Cap Replacement Project using GOMESA funds and authorize the County Judge to sign. (DEH)
10. Consider and take necessary action to approve a contract with Great American Financial Services for a Kyocera 4054ci copier/fax machine for the District Attorney's Office and authorize the County Judge to sign. (RHM)

AT 9:34^{FILED} O'CLOCK A M

SEP 27 2024

ANNA M. GOODMAN
COUNTY CLERK CALHOUN COUNTY, TEXAS
BY: *[Signature]* DEPUTY

11. Consider and take necessary action to approve the Specifications and Contract Documents for Bid Number 2024.10 Annex Building Roof Improvements Project for Calhoun County, Texas and to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, October 22, 2024 at the Commissioners Courtroom. Sealed Bids are scheduled to be due before 2:00:00 pm, Tuesday, November 5, 2024 at the County Judge's Office. (RHM)
12. Consider and take necessary action to authorize G & W Engineers, Inc. to release any addenda necessary to the bidding documents if approved by County Judge that is related to the Bid Number 2024.10 Annex Building Roof Improvements Project for Calhoun County, Texas. (RHM)
13. Consider and take necessary action to approve the specifications/scope of services for the Request for Qualifications, RFQ 2024.11 for Professional Engineering, Architectural, and Surveying Services for the CMP Cycle 29 Grant, GLO Contract No. 25-003-009-E702 for New Amenities at Bill Sanders County Park and authorize the County Auditor to advertise for these services. RFQ 2024.11 will be due by 2:00 PM, Monday, November 4, 2024. (GDR)
14. Consider and take necessary action on any necessary budget adjustments. (RHM)
15. 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



October 2, 2024

MEETING MINUTES

OF CALHOUN COUNTY COMMISSIONERS' COURT

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

THE FOLLOWING MEMBERS WERE PRESENT:

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

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

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

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

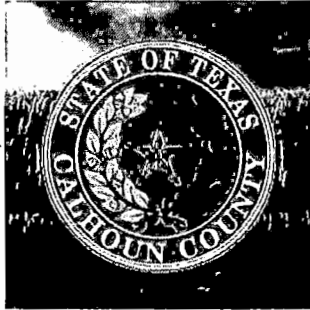
4. General Discussion of Public Matters and Public Participation.

Sheila Dierschke with Hunter Hadley's Quest gave information on event they will be hosting December 7th and invited the public to attend.

05

5. Approve September 25, 2024 Commissioners' Court 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

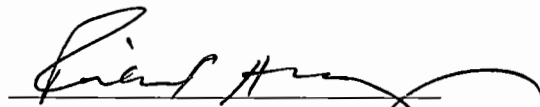


Richard H. Meyer
County Judge

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, September 25, 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





September 25, 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
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The subject matter of such meeting is as follows:

1. Call meeting to order.

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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 August 11, 2024 Commissioners' Meeting. (RHM)

August 11, 2024 be changed to September 11, 2024

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

6. Consider and take necessary action on declaring the month of October, 2024 "Domestic Violence Awareness Month". (RHM)

Jennifer Hahn and Maria Walton gave statistics and read the resolution.

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

7. Review and Adopt the Calhoun County Investment Policy for the annual renewal and authorize County Treasurer to sign. (RHM)

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

8. Consider and take necessary actions to allow funds from the sale of K9 Lima \$5,000.00 to be placed back into the account 760-70750 for the 2024 budget. (RHM)

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

9. Consider and take necessary action to allow 5D Tavern to sell alcohol/mixed beverages October 4 – 6, 2024 at the POC Boat & Fishing Expo at the Port O'Connor Community Center and Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC. (GDR)

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 allow Sharkies to sell beer/wine October 4 – 6, 2024 at the POC Boat & Fishing Expo at the Port O'Connor Community Center and Pavilion in Port O'Connor, TX and authorize County Judge to sign letter of approval to the TABC. (GDR)

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

11. To Approve and Accept the 2025 County Choice Silver Plan Renewal and authorize the County Judge to sign. There is no expense to the County for this plan. (RHM)

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 approve the Certificate of Substantial Completion for the Calhoun County Combined Dispatch Facility Project for Calhoun County, Texas and authorize Commissioner Hall to sign. (DEH)

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

13. Consider and take necessary action to request reimbursement for Hurricane Beryl, DR-4798 and enter into a Subrecipient Agreement for TDEM-Administered Grant Awards and allow the County Judge to sign all documents. (RHM)

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

14. Consider and take necessary action to authorize Kathy Smartt with Smartt Grants to prepare a Matagorda Bay Mitigation Trust application and two CEPRA applications to the GLO for the infrastructure improvements at Port Alto and Olivia Haterius Parks at a cost of \$500 per application for total of \$1,500.00, to be paid out of GOMESA funds. (JMB)

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

15. Consider and take necessary action to approve the Infrastructure Development Plat (IDP) of Untamed Outdoors and if approved, authorize the County Judge and Commissioner Reese to sign the IDP. (GDR)

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 on CMP Cycle 29, GLO Contract 25-003-009-E702 - New Amenities at Bill Sanders County Park and authorize Judge Meyer to sign all documentation. (GDR)

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

17. Consider and take necessary action to approve the Final Plat of RK Development Group Subdivision. (GDR)

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

18. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Asphalts, Oils and Emulsions, Bid Number 2025.03 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024. (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. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Road Materials, Bid Number 2025.02 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024. (RHM)

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

20. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Annual Supply Contract for Insecticides for Mosquito Control, Bid Number 2025.01 for the period January 1, 2025 through December 31, 2025 and authorize the County Auditor to advertise for the bids. Bids will be due before 2:00:00 PM, Wednesday, October 30, 2024. (RHM)

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

21. Public Hearing concerning Petition to Vacate a 7.41 acre portion of Farm Tract 19, 28 Units of Tenant Purchase Subdivision as recorded in Volume Z, Page 78 of the Plat Records of Calhoun County, Texas. (GDR)

Regular Session closed at 10:32
Terry Ruddick explained the Petition to Vacate.
Regular Session opened at 10:35

22. Consider and take necessary action to Vacate a 7.41-acre portion of Farm Tract 19, 28 Units of Tenant Purchase Subdivision as recorded in Volume Z, Page 78 of the Plat Records of Calhoun County, Texas. (GDR)

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

23. Consider and take necessary action on declaring the following Items Salvage/Waste and removing them for the County Judge's Inventory: (RHM)

- a) Binding Machine – Inventory No: 401-0047
- b) Computer – Inventory No: 402-0042
- c) Computer – Inventory No: 401-0064
- d) iPhone XSM 25 – Inventory No: 401-0065
- e) Typewriter – Inventory No: 403-0076

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

24. Consider and take necessary action on transferring the following items from the Commissioners Court Inventory and transfer to the following:

To the County Judge's Inventory:

- a) Chairs (2) – Inventory No: 402-0020 to the County Judge's
- b) File Cabinets (5) – Inventory No: 402-0006 Serial No: 16, 17, 18, 26, 278

To Justice of the Peace Pct.5

- c) Computer – Inventory No: 401-0066

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

25. Consider and take necessary action to accept Maintenance Agreement with Victoria Air Conditioning, Ltd for (2) Mini Splits Heat Pump and (1) DX Split System Electric Heat at an annual cost of \$1,816.00 to be billed quarterly at \$454.00 and authorize Commissioner Gary Reese to sign agreement. (GDR)

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

26. Consider and take necessary action to renew the Motorola Solutions Service Agreement Contract Number USC000247810 for Maintenance and Support for a two-year term in the amount of \$191,909.85 and authorize the County Judge 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

27. Consider and take necessary action on to accept G&W's recommendations for the first payment of \$257,375.61 to Con-Metal Contractors, Inc. for the Recycle Waste Transfer Station Project. (VLL)

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

28. Accept Monthly Reports from the following County Offices:

- i. Justice of the Peace, Pct 3 – August 2024
- ii. Texas Agrilife Extension Service – August 2024
 - a. 4-H and Youth Development
 - b. Agriculture and Nature Resources
 - c. Family and Community Health
 - d. Coastal and Marine

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

29. 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

30. Approval of bills and payroll. (RHM)

MMC

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 10:44am

06

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

Erin Clevenger gave report for August 2024.

Interim CEO REPORT

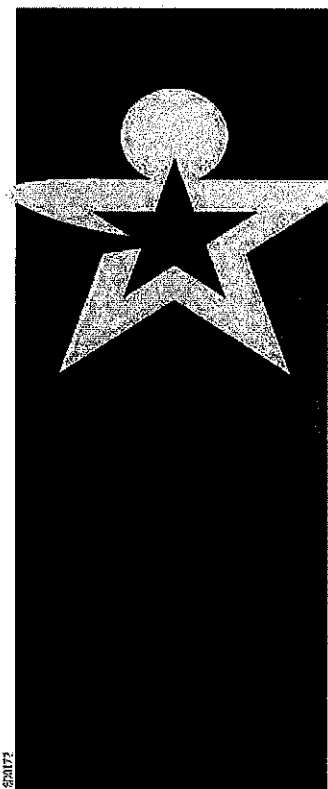
September 2024

MEMORIAL
MEDICAL CENTER

So Much... So Close!

FACILITY UPDATES

- **Texas Ten Step Re-Designation:** Our L&D department has been re-designated as a Texas Ten Step facility. The Texas Ten Step program supports and encourages the continued pursuit of excellence in maternity care and practices and are very closely related to the standards of care outlined in the WHO/UNICEF Baby Friendly Hospital Initiative.



Texas Health and Human Services
recognizes

Memorial Medical Center

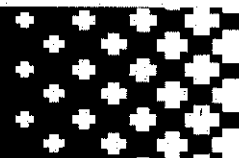
as an official

Texas Ten Step member
July 2024 - July 2026

*This facility's policies promote breastfeeding and meet the
criteria to be a Texas Ten Step Member as designated by
Texas Health and Human Services.*



- **Executive Order No. GA-46:** On Aug. 8, 2024 Governor Greg Abbott issued Executive Order (EO) No. GA-46 requiring the Texas Health and Human Services Commission (HHSC) to collect information from Texas hospitals on the costs expended to provide acute health care services to undocumented immigrants. Hospitals must begin collecting the required information no later than Nov. 1, 2024. HHSC is requiring hospitals to ask each patient whether the patient is (1) a U.S. citizen or lawfully present in the U.S., or (2) not lawfully present in the United States. In addition to asking this question, hospitals are also required to notify patients that their responses to this question will not affect or lead to a denial of their medical care. MMC is working with TruBridge (CPSI) on getting this incorporated into the registration process and will provide scripting to registration clerks in order to ask this question in a way that will not deter patients from seeking care.



- **Annual Safety Training:** We completed our annual regulatory training in September for all employees. This training ensures compliance with CMS, OSHA, and DSHS requirements such as education on Disaster Response, Workplace Safety, Compliance, Privacy, Infection Prevention, Ergonomics, Cybersecurity, and more.
- **Texas Children's Health Plan (TCHP) Site Visit:** TCHP completed a site visit survey as a routine part of the credentialing process and MMC had zero deficiencies. TCHP visits MMC every 3 years in order to re-credential us as a TCHP provider site. The surveyor visited every department that would serve the pediatric population and left excellent remarks for our facility.

COMMUNITY OUTREACH AND PARTNERSHIPS

Patient Testimonial: Nona Dennis is a Cardiac and Pulmonary Rehab patient who wanted to make sure everyone at MMC knew how beneficial the program and the team were to her recovery. Her story is just one many that we see coming out of this department. If you have facebook, see Nona's story on the MMC page and share it so others who need it can benefit also!

PATIENT TESTIMONIAL

"After having Cardiac issues and testing, the doctor found 4 blockages, and I had stent placement. I had been so exhausted and weak for over 6 months prior and after the heart cath. I wasn't aware there was a Cardiac Rehab here in Port Lavaca but a friend at church told me about it. I let my cardiologist know I would be going to Memorial Medical Center Rehab and I got great feedback from the cardiologist about the program. The team goes over and beyond, from encouraging, covering important information about our medication, blood pressure, dietary needs, the importance of walking. They gave 100% to each of us in the class. I was never a fan of exercising and the gym. I dreaded those machines! But each week, I was so determined to push myself further. I got to love that treadmill, along with all the machines! I looked forward to going every week. I look back now, and I see how God orchestrated this in my life. I have started eating healthy, not junk food! I eat in moderation. In this program, my life changed drastically! I now walk through the grocery store without a basket, if it's not a lot items! I don't ride around to find a spot closest to the entrance. I can get up and do everything I wasn't able to do months ago! My attitude changed, I'm so happy with my life! The relationships between the staff and the people in our class are like family! God put all these folks in my life for a reason!"



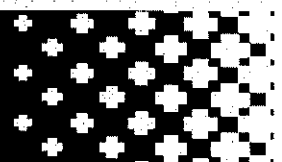
NONA DENNIS

ON CARDIAC & PULMONARY REHAB

For more information on Cardiac & Pulmonary Rehab call (361) 552-0257 or visit mmcportlavaca.com

MEMORIAL
MEDICAL CENTER

So Much... So Close!



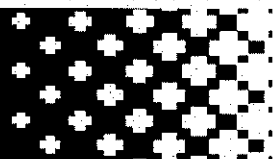
- **Lunch and Learn with TORCH CEO John Henderson:** Our September lunch and learn topic, *Traditional Medicare vs Medicare Advantage: Know the Difference*, was well attended and received. We filled 2 rooms at MMC and have had hundreds of online replays of the recording.

The next lunch and learn subject is Rehabilitation Services with a focus on Parkinson's Therapy and Pediatric Services. It will be held in the MMC Community Room on October 23rd at 12:00pm.

- **Ongoing Community Partnerships:**
 - Calhoun County Strategic Planning and Steering Committee
 - The Harbor Children's Alliance and Victim Center
 - Texas Collaborative for Healthy Mothers and Babies (TCHMB)
 - Golden Crescent Management of Opioid Risk in Mothers (GC-MOMS)
 - Gulf Bend Regional Collaborative
 - Community Advisory Committee (hosted by DOW)
 - Calhoun County Community Resource Group (CRCG)
 - Victoria College Vocational Nursing Program Advisory Group
 - Camp Calhoun Steering Committee

FINANCIAL RESPONSIBILITY

- **QIPP Site Visits:** Members of our QIPP oversight team completed annual site visits to 2 facilities, The Broadmoor at Creekside Park (a Cantex facility) and Golden Creek Healthcare and Rehabilitation Center (a Nexion facility). The visits were mutually beneficial for both MMC and the nursing facilities, and our team reported no concerns for either location.
- **TORCH Hub for Analytics:** We will be engaging with TORCH for an in depth setup and review of our facility data which will help us break down our operation and market dynamics. The hub contains detailed information which will allow us to adjust our strategies to our specific market demand and opportunity to act strategically for growth. This information is provided to MMC at no cost through the TORCH Foundation and contains specific information for our hospital and RHCs.
- **Uncompensated Care Program DY13 Final Payment:** We will be receiving a UC DY13 payment from Texas HHSC of \$798,809 on September 30th. As a reminder, UC payments are provided to eligible hospitals to help reduce the actual uncompensated cost of medical services provided to uninsured individuals who meet a provider's charity care policy.
- **UC and DSH Application Request:** Our FFY 2025 DSH and DY14 UC program application requests have been submitted. We will complete our applications in October/November. The data for the FFY 2025/DY 14 program year is from FFY 2023.

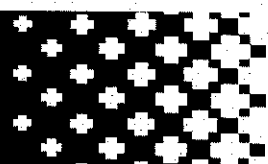


EAT COMMITTEE

- There were no events held in September but there are several scheduled for October

AGENDA ITEMS

- Cardiopulmonary Services Agreement with ITA Resources
- TORCH Fall Conference Information (Education)
- HVAC/Roof project update
- Hospital District information
- Quality Council Report



August 2024 Financial Presentation

**Memorial Medical Center
Executive Summary
For The Month Ended August 31, 2024**

Primary Drivers to Operations

	<u>August 2024</u>	<u>July 2024</u>	<u>Incr/(Decr) From July 2024</u>	<u>Incr/(Decr) % From July 2024</u>		<u>August 2023</u>	<u>Incr/(Decr) From August 2023</u>	<u>Incr/(Decr) % From August 2023</u>	
Admissions	48	30	18	60.0%	↑	55	(7)	-12.7%	↓
Inpatient Days	189	121	68	56.2%	↑	168	21	12.5%	↑
Swing Bed Days	45	61	(16)	-26.2%	↓	21	24	114.3%	↑
Observation Hours	1,756	1,571	185	11.8%	↑	2,505	(749)	-29.9%	↓
Traditional Medicare %*	17.5%	16.8%	0.6%	3.8%	↑	18.4%	-0.9%	-4.9%	↓
Emergency Room Visits	872	780	92	11.8%	↑	835	37	4.4%	↑
Outpatient Visits^	2,238	2,089	149	7.1%	↑	2,493	(255)	-10.2%	↓
Clinic Visits	3,182	2,708	474	17.5%	↑	3,129	53	1.7%	↑
Total Surgery Cases*	55	65	(10)	-15.4%	↓	89	(34)	-38.2%	↓
Total Radiology Procedures*	1,655	1,498	157	10.5%	↑	1,771	(116)	-6.5%	↓
Total Laboratory Procedures*	46,115	38,004	8,111	21.3%	↑	47,410	(1,295)	-2.7%	↓
Total Rehab Procedures*	1,453	1,927	(474)	-24.6%	↓	1,672	(219)	-13.1%	↓

* Includes Inpatient & Outpatient

^Registrations (W & WO Lab) Less Admissions & ER Visits

Financials

August Financial Highlights

- Gross patient revenue (GPR)
 - GPR increased \$938K to \$7.27 million in August
 - Medicare payer mix (Traditional and Managed Care) increased 3.65% to 44.0% in August when compared to July, while Private Pay decreased 1.59% to 10.10% in August compared to 11.69% in July
- Net patient revenue (NPR)
 - NPR increased \$218K to \$2.3 million in August
- Grant revenue decreased \$206,203 in August
 - Grant revenue total was \$14,500 compared to \$220,703 in July
- Other operating revenue
 - 340B revenue was \$276K compared to \$187K in July
 - Net of expenses 340B income was \$129K compared to \$107K in July
- Salaries, wages and benefits (SWB)
 - SWB increased \$39K to \$1.66 million; on a per calendar day basis SWB increased 2.40%
- Professional fees expense decreased \$79,163 in August
 - Professional fees expense total was \$420,957 compared to \$500,120 in July
- Purchased services expense decreased \$30,560 in August
 - Purchased services expense total was \$363,873 compared to \$394,434 in July
- Agency staffing expense decreased \$3,658 in August
 - Total agency staffing costs were \$6,460 compared to \$10,118 in July

August Financial Highlights

- Supplies expense as a percent of gross patient revenue increased in August to 4.96% from 4.72% in July
 - This ratio has averaged 5.30% over the last 12 months
 - Supplies expense total was \$360,345 compared to \$298,748 in July
- Overall operating expenses increased \$65,465 in August
- Net Loss for August was (\$342,441) compared to a Net Loss of (\$355,048) in July
- EBITDA Net Loss for August was (\$267,965) compared to EBITDA Net Loss of (\$280,739) in July

**Memorial Medical Center
Income Statement by Operating Unit
For The Month Ended August 31, 2024**

Current Period			
Hospital	Clinics	Nursing Homes	Combined
654,741		-	654,741
3,196,119	\$608,897	-	3,805,016
2,811,178		-	2,811,178
-		7,016,061	7,016,061
6,662,038	608,897	7,016,061	14,286,996
3,966,363	186,336	-	4,151,699
578,991	11,720	-	590,711
412	-	-	412
(170,793)	-	-	(170,793)
403,891	-	-	403,891
4,778,864	197,056	-	4,975,920
1,883,174	411,841	7,016,061	9,311,076
81,207	276,456	-	357,663
1,964,381	688,297	7,016,061	9,668,738

Current Period			
Hospital	Clinics	Nursing Homes	Combined
1,026,429	200,797	-	1,227,226
364,835	65,040	-	429,875
243,399	177,558	-	420,957
317,792	46,081	-	363,873
338,592	21,753	-	360,345
6,295	-	-	6,295
50,413	-	-	50,413
57,583	152,021	-	209,604
-	-	7,249,487	7,249,487
2,405,338	663,250	7,249,487	10,318,076
58,432	16,000	-	74,432
2,463,770	679,250	7,249,487	10,392,507
(499,389)	9,047	(233,426)	(723,769)
18,405	-	-	18,405
(44)	-	-	(44)
14,500	-	-	14,500
-	-	-	-
-	-	348,467	348,467
32,860	-	348,467	381,328
(466,529)	9,047	115,041	(342,441)

Revenue

Inpatient Revenues	5,222,094
Outpatient Revenues	25,914,229
ER Revenues	20,041,904
Resident Revenues	-

Total Patient Revenue

Revenue Deductions

Contractuals	28,365,047
Charity	3,132,812
Indigent Care	4,812
DSH/UCC/DSRIP	(1,302,605)
Bad Debt	5,006,064

Total Revenue Deductions

Net Patient Revenue

Other Operating Revenue

Total Operating Revenue

Operating Expenses

Salaries & Wages	8,055,940
Employee Benefits & PR Taxes	2,464,342
Professional Fees	2,072,250
Purchased Services	3,004,871
Supplies	2,732,903
Insurance	36,925
Utilities	381,274
Other Expenses	437,706
Nursing Home Fee	-

Total Operating Expenses

Depreciation

Total Expenses

Net Operating Income / (Loss)

Non Operating Income / (Exp)

Investment Income	142,198
Interest Expense	(1,777)
Contributions and Grants	274,339
Stimulus Funds	-
Nursing Home Program	-

Total Non-Operating Revenue

Total Net Income / (Loss)

Year to Date			
Hospital	Clinics	Nursing Homes	Combined
5,222,094		-	5,222,094
25,914,229	\$ 4,687,226	-	30,601,455
20,041,904		-	20,041,904
-		53,872,989	53,872,989
51,178,227	4,687,226	53,872,989	109,738,441
28,365,047	1,245,185	-	29,610,232
3,132,812	65,584	-	3,198,396
4,812	-	-	4,812
(1,302,605)	-	-	(1,302,605)
5,006,064	-	-	5,006,064
35,206,131	1,310,769	-	36,516,900
15,972,096	3,376,457	53,872,989	73,221,542
451,828	1,043,048	-	1,494,876
16,423,924	4,419,505	53,872,989	74,716,417

Year to Date			
Hospital	Clinics	Nursing Homes	Combined
8,055,940	1,616,159	-	9,672,099
2,464,342	448,690	-	2,913,032
2,072,250	1,881,807	-	3,954,057
3,004,871	411,604	-	3,416,475
2,732,903	185,362	-	2,918,265
36,925	-	-	36,925
381,274	-	-	381,274
437,706	429,940	-	867,646
-	-	55,705,513	55,705,513
19,186,210	4,973,562	55,705,513	79,865,285
462,213	128,000	-	590,213
19,648,423	5,101,562	55,705,513	80,455,498
(3,224,499)	(682,057)	(1,832,525)	(5,739,081)
142,198	-	-	142,198
(1,777)	-	-	(1,777)
274,339	346,409	-	620,748
-	-	-	-
-	-	2,752,854	2,752,854
414,760	346,409	2,752,854	3,514,023
(2,809,739)	(335,648)	920,329	(2,225,058)

**Memorial Medical Center
Income Statement - Combined
For The Month Ended August 31, 2024**

			Revenue			Year to Date		
Actual This Month	Current Period					Actual YTD	Budget YTD	Last Year YTD
	Budget This Month	Last Year						
654,741	932,008	750,340	Inpatient Revenues			5,222,094	7,456,064	6,420,421
3,805,016	3,839,160	3,562,901	Outpatient Revenues			30,601,455	30,713,282	30,588,227
2,811,178	2,272,240	2,801,796	ER Revenues			20,041,904	18,177,921	20,161,820
7,016,061	5,569,062	6,009,992	Resident Revenues			53,872,989	44,552,494	45,900,403
14,286,996	12,612,470	13,125,029	Total Patient Revenue			109,738,441	100,899,761	103,070,871
			Revenue Deductions					
4,151,699	3,452,654	4,126,857	Contractuals			29,610,232	27,621,235	32,002,669
590,711	786,035	838,956	Charity			3,198,396	6,288,283	3,141,788
412	24,869	4,655	Indigent Care			4,812	198,955	13,073
(170,793)	(170,835)	(183,686)	DSH/UCC/DSRIP			(1,302,605)	(1,366,677)	(1,469,488)
403,891	65,000	386,903	Bad Debt			5,006,064	520,000	3,729,885
4,975,920	4,157,724	5,173,685	Total Revenue Deductions			36,516,900	33,261,795	37,417,927
9,311,076	8,454,746	5,639,736	Net Patient Revenue			73,221,542	67,637,966	65,652,944
357,663	194,581	249,826	Other Operating Revenue			1,494,876	1,556,646	1,619,734
9,668,738	8,649,327	5,889,562	Total Operating Revenue			74,716,417	69,194,612	67,272,678
			Operating Expenses			Year to Date		
Actual This Month	Current Period					Actual YTD	Budget YTD	Last Year YTD
	Budget This Month	Last Year						
1,227,226	1,311,756	1,215,027	Salaries & Wages			9,672,099	10,494,047	9,499,878
429,875	432,262	418,918	Employee Benefits & PR Taxes			2,913,032	3,458,099	3,281,591
420,957	430,619	378,841	Professional Fees			3,954,057	3,444,951	3,503,419
363,873	492,013	487,127	Purchased Services			3,416,475	3,936,107	3,507,730
360,345	371,545	413,311	Supplies			2,918,265	2,972,362	2,954,354
6,295	7,000	6,453	Insurance			36,925	56,000	42,016
50,413	45,600	53,720	Utilities			381,274	364,800	368,081
209,604	117,391	121,965	Other Expenses			867,646	939,126	1,142,769
7,249,487	5,834,957	3,468,972	Nursing Home Fee			55,705,513	46,679,656	47,488,733
10,318,076	9,043,143	6,564,334	Total Operating Expenses			79,865,285	72,345,147	71,788,571
74,432	100,078	76,115	Depreciation			590,213	800,625	606,617
10,392,507	9,143,222	6,640,449	Total Expenses			80,455,498	73,145,773	72,395,188
(723,769)	(493,895)	(750,887)	Net Operating Income / (Loss)			(5,739,081)	(3,951,161)	(5,122,510)
			Non Operating Income / (Exp)					
18,405	2,050	24,858	Investment Income			142,198	16,400	86,287
(44)	(1,199)	(717)	Interest Expense			(1,777)	(9,590)	(5,132)
14,500	83,353	6,937	Contributions and Grants			620,748	666,827	543,421
-	-	-	Stimulus Funds			-	-	-
348,467	418,024	292,219	Nursing Home Program			2,752,854	3,344,191	3,064,793
381,328	502,228	323,297	Total Non-Operating Revenue			3,514,023	4,017,827	3,689,369
(342,441)	8,333	(427,590)	Total Net Income / (Loss)			(2,225,058)	66,667	(1,433,141)

Memorial Medical Center

[illegible]

Memorial Medical Center

Multi-Year Comparison Income Statements - Without Nursing Home & Service Organization

For The Month Ended August 31, 2024

	Current Period		Year to Date		Change		
	Actual This Month	Budget This Month	Actual YTD	Budget YTD	From 2023	From 2022	From 2022
Revenue							
Inpatient Revenues	654,741	932,008	5,222,094	7,456,064	(1,198,327)	\$ 7,178,118	\$ (1,956,024.26)
Outpatient Revenues	3,805,016	3,839,160	30,601,455	30,713,282	13,228	\$ 29,530,846	\$ 1,070,609
ER Revenues	2,811,178	2,272,240	20,041,904	18,177,921	(119,916)	\$ 17,983,022	\$ 2,058,882
Total Patient Revenue	7,270,935	7,043,408	55,865,453	56,347,267	(1,305,015)	\$ 54,691,986	\$ 1,173,467
Revenue Deductions							
Contractuals	4,151,699	3,452,654	29,610,232	27,624,235	(2,392,437)	\$ 28,428,681	\$ 1,181,541
Charity	590,711	786,085	3,198,396	6,286,283	56,608	\$ 7,691,991	\$ (4,493,595)
Indigent Care	412	24,869	4,812	198,955	(8,261)	\$ 87,034	\$ (82,223)
DSH/UCC/DSRIP	(170,793)	(170,885)	(1,302,605)	(1,366,677)	166,883	\$ (1,792,561)	\$ 489,946
Bad Debt	403,891	65,000	5,006,064	520,000	1,276,179	\$ (\$526,737)	\$ 5,532,801
Total Revenue Deductions	4,975,920	4,157,724	30,516,900	33,261,795	(901,027)	\$ 33,888,428	\$ 2,628,472
	68.4%	59.0%	65.4%	59.0%	-2%	62.0%	8%
Net Patient Revenue	2,295,015	2,885,684	19,348,553	23,085,472	(403,988)	\$ 20,803,558	\$ (1,455,005)
Other Operating Revenue	357,663	194,581	1,494,876	1,556,646	(124,858)	\$ 1,606,833	\$ (111,657)
Total Operating Revenue	2,652,678	3,080,265	20,843,429	24,642,118	(528,846)	\$ 22,410,391	\$ (1,566,662)
					-2%		-7%
Operating Expenses							
Salaries & Wages	1,227,226	1,311,756	9,672,099	10,494,047	172,221	\$ 8,770,891	\$ 901,208
Employee Benefits & PR Taxes	429,875	432,262	2,913,032	3,458,099	(368,559)	\$ 3,083,264	\$ (170,232)
Professional Fees	420,957	430,619	3,954,057	3,444,951	450,638	\$ 3,356,930	\$ 597,127
Purchased Services	363,873	482,013	3,416,475	3,936,107	(91,255)	\$ 4,401,809	\$ (985,334)
Supplies	360,345	371,545	2,918,265	2,972,362	(36,089)	\$ 2,738,725	\$ 179,540
Insurance	6,295	7,000	36,925	56,000	(5,091)	\$ 42,617	\$ (5,692)
Utilities	50,413	45,600	381,274	364,800	13,199	\$ 352,802	\$ 28,472
Other Expenses	209,604	117,391	867,646	939,126	(275,123)	\$ 858,164	\$ 9,482
Total Operating Expenses	3,068,588	3,208,186	24,159,772	25,665,491	(1,400,666)	\$ 23,605,202	\$ 554,570
Depreciation	74,432	100,078	590,213	800,625	(16,404)	\$ 775,705	\$ (185,492)
Total Expenses	3,143,020	3,308,265	24,749,985	26,466,117	(156,470)	\$ 24,380,907	\$ 369,078
					-1%		2%
Net Operating Income / (Loss)	(490,342)	(228,000)	(3,906,556)	(1,823,999)	(372,376)	\$ (1,970,816)	\$ (1,935,740)
					11%		98%
Non Operating Income / (Exp)							
Investment Income	18,405	2,050	142,198	16,400	55,911	\$ 14,015	\$ 128,183
Interest Expense	(44)	(1,199)	(1,777)	(9,590)	3,355	\$ (\$10,801)	\$ 9,024
Contributions and Grants	14,500	83,353	620,748	666,827	77,327	\$ 408,063	\$ 212,685
Stimulus Funds & COVID Grants	-	-	-	-	-		
Total Non-Operating Revenue	32,860	84,205	761,169	673,637	136,599	\$ 411,277	\$ 349,892
					22%		85%
Total Net Income / (Loss)	(457,482)	(143,795)	(3,145,387)	(1,150,362)	(235,783)	\$ (1,559,539)	\$ (1,585,848)
					8%		102%

Memorial Medical Center
Trending Balance Sheet
At August 31, 2024

<u>Assets</u>	<u>08/31/23</u>	<u>09/30/23</u>	<u>10/31/23</u>	<u>11/30/23</u>	<u>12/31/23</u>	<u>01/31/24</u>	<u>02/29/24</u>	<u>03/31/24</u>	<u>04/30/24</u>	<u>05/31/24</u>	<u>06/30/24</u>	<u>07/31/24</u>	<u>08/31/24</u>
Cash and Cash Equivalents	8,002,115	6,017,422	7,613,795	7,576,958	5,091,941	5,310,161	4,611,198	4,480,708	4,029,876	4,001,003	2,215,655	5,068,787	4,904,819
Private Waiver Clearing Account	433	434	495	435	436	436	437	437	438	438	439	439	440
MM Clinic Construction Account	538	539	540	540	541	542	543	543	544	545	545	546	547
Nursing Home Accounts	792,438	1,298,957	1,194,735	659,560	1,174,619	3,117,890	1,188,013	1,538,637	1,661,455	999,606	2,534,636	744,929	962,474
Investments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash and Investments	8,795,525	7,317,353	8,809,504	8,237,494	6,267,536	8,429,029	5,800,190	6,020,325	5,692,313	5,001,593	4,751,275	5,814,701	5,868,279
A/R - Patient - MMC	12,686,636	12,936,568	12,361,104	13,355,427	12,940,061	12,546,084	13,916,373	14,244,715	15,697,627	14,702,781	16,298,636	14,315,379	14,651,763
A/R - Patient - MMC Clinic	523,793	537,178	577,982	708,999	656,328	685,272	801,197	621,360	642,118	614,165	566,150	513,102	538,285
Allowance - Contractuals	(10,235,407)	(10,265,626)	(9,803,468)	(10,613,849)	(9,942,132)	(9,781,188)	(10,664,778)	(11,178,146)	(12,114,506)	(11,134,767)	(12,501,614)	(11,172,262)	(11,376,620)
Patient A/R, Net	2,975,023	3,208,120	3,135,618	3,451,577	3,654,257	3,450,169	4,052,793	3,687,929	4,225,238	4,182,178	4,363,172	3,656,219	3,813,427
Receivable - Other	9,276,188	9,556,515	7,873,692	8,566,033	10,814,747	11,432,736	12,150,177	12,561,219	12,979,632	13,221,354	13,646,540	10,937,196	7,646,194
Receivable - 3rd Party	(113,040)	(113,040)	(23,555)	(23,555)	(38,040)	(38,040)	(38,040)	(38,040)	(38,040)	(113,040)	(113,040)	(113,040)	(113,040)
Receivable - Nursing Home	25,273,218	25,723,952	25,677,587	25,974,746	26,251,689	25,151,607	25,454,175	25,693,591	26,870,149	28,258,101	28,334,133	28,850,220	21,162,854
Inventory	1,582,012	1,528,101	1,531,356	1,567,607	1,528,600	1,517,168	1,658,807	1,644,525	1,621,369	1,587,535	1,604,107	1,620,620	1,585,321
Prepays	717,613	640,437	651,386	702,717	384,663	439,684	450,088	446,934	476,384	422,710	557,462	517,910	479,572
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Current Assets	36,735,991	37,335,965	35,710,465	36,787,548	38,941,659	38,503,155	39,675,207	40,308,229	41,909,494	43,376,660	44,029,202	41,812,907	30,760,901
Total Current Assets	48,506,539	47,861,438	47,655,587	48,476,618	48,863,453	50,382,352	49,528,189	50,016,482	51,827,046	52,560,431	53,143,649	51,283,827	40,442,607
Working Capital	10,988,619	10,617,380	10,070,889	9,559,490	9,606,491	9,180,822	9,136,725	8,735,022	8,794,125	8,512,795	8,477,170	8,206,514	8,953,720
Current Ratio	1.29	1.29	1.27	1.25	1.24	1.22	1.23	1.21	1.20	1.19	1.19	1.19	1.28
Property, Plant and Equipment	29,393,317	29,431,072	29,572,995	29,663,614	29,702,841	29,702,841	29,718,536	29,718,536	29,718,536	29,885,851	29,898,137	29,913,972	29,949,014
Accumulated Depreciation	(22,738,316)	(22,814,304)	(22,891,825)	(22,969,308)	(23,043,358)	(23,117,967)	(23,191,436)	(23,264,599)	(23,337,747)	(23,411,543)	(23,485,513)	(23,559,740)	(23,679,469)
Total Capital Assets, Net	6,655,001	6,616,768	6,681,170	6,694,306	6,658,893	6,584,874	6,527,100	6,453,938	6,380,789	6,474,309	6,412,624	6,354,232	6,269,545
Deferred Outflows of Resources	2,524,049	2,524,049	2,524,049	2,524,049	2,524,049	2,524,049	2,524,049	2,524,049	2,524,049	2,524,049	2,524,049	2,524,049	2,919,509
Total Assets	57,685,590	57,002,255	56,860,807	57,694,973	58,046,385	59,491,275	58,579,338	58,994,469	60,731,884	61,558,789	62,080,322	60,162,109	49,631,661
Return on Assets	-0.74%	-0.76%	-0.88%	-0.91%	-0.66%	-0.65%	-0.73%	-0.70%	-0.63%	-0.35%	-0.20%	-0.59%	-0.69%
<u>Liabilities</u>	<u>08/31/23</u>	<u>09/30/23</u>	<u>10/31/23</u>	<u>11/30/23</u>	<u>12/31/23</u>	<u>01/31/24</u>	<u>02/29/24</u>	<u>03/31/24</u>	<u>04/30/24</u>	<u>05/31/24</u>	<u>06/30/24</u>	<u>07/31/24</u>	<u>08/31/24</u>
Long Term Debt, Current	138,185	127,579	125,803	111,914	101,821	97,504	89,151	80,772	72,367	59,450	50,407	45,878	41,312
Note Payable-Related Party, Current	2,700,000	2,550,000	2,400,000	2,250,000	2,100,000	1,950,000	1,800,000	1,650,000	1,500,000	1,500,000	4,000,000	4,000,000	4,000,000
Accounts Payable	1,180,149	691,413	1,071,912	1,386,787	761,176	1,155,574	858,578	896,609	1,059,598	713,297	1,296,221	626,194	1,228,984
Due to Nursing Home	31,538,308	32,857,886	33,026,236	33,936,291	35,124,014	36,379,639	35,609,498	37,188,888	38,971,049	40,341,309	42,109,959	41,260,947	28,487,454
NH INS W/H	(3,529)	(3,529)	(3,529)	(3,529)	(3,529)	(3,529)	(3,529)	(3,529)	(3,529)	(3,529)	(3,529)	(3,529)	-
Accrued Intergovernmental Transfer	183,724	(469,851)	(391,350)	(312,848)	(234,347)	(155,845)	66,598	145,099	223,601	302,102	(4,194,208)	(4,115,706)	(3,529,446)
Refundable Provider Relief Fund - NH	-	-	-	-	-	-	-	-	-	-	-	-	-
Unearned Indigent Care	-	-	-	5,466	-	-	-	-	-	-	-	-	-
Payable - Est. 3rd Party Payor Settlement	255,528	280,678	208,258	381,964	67,880	11,986	(29,549)	(175,605)	(187,403)	(215,576)	(116,930)	(376,173)	(158,276)
Accrued Payroll	1,022,433	650,095	686,957	736,097	872,122	1,022,861	1,216,210	661,148	657,268	608,579	799,540	930,881	643,154
Accrued Benefits	501,241	558,112	478,332	472,929	465,783	741,450	782,525	815,149	737,898	740,001	723,017	706,596	773,341
Accrued Sales Tax	1,876	1,731	2,074	2,051	2,036	1,885	1,977	1,923	2,067	1,998	1,997	2,219	2,398
Total Current Liabilities	37,517,921	37,244,059	37,584,698	38,917,128	39,256,961	41,201,530	40,391,464	41,260,460	43,032,921	44,047,836	44,666,479	43,077,313	31,488,887
Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-
Long Term Lease, Net of Current	58,419	58,419	58,419	58,419	58,419	54,408	54,408	54,408	54,408	54,408	54,408	54,408	53,461
Pension Asset	(3,874,805)	(3,848,805)	(3,822,805)	(3,796,805)	(3,770,805)	(3,744,805)	(3,718,805)	(3,692,805)	(3,666,805)	(3,640,805)	(3,614,805)	(3,588,805)	3,504,165
Total Long Term	(3,816,386)	(3,790,386)	(3,764,386)	(3,738,386)	(3,712,386)	(3,690,397)	(3,664,397)	(3,638,397)	(3,612,397)	(3,586,397)	(3,560,397)	(3,534,397)	3,557,626
Total Liabilities	33,701,534	33,453,672	33,820,312	35,178,742	35,544,575	37,511,132	36,727,067	37,622,063	39,420,524	40,461,239	41,106,082	39,542,916	35,046,512
Deferred Inflows of Resources	6,711,099	6,711,099	6,705,667	6,705,667	6,705,667	6,705,667	6,705,667	6,705,667	6,705,667	6,705,667	6,705,667	6,705,667	28,917
Debt-to-Asset Ratio	70.05%	70.46%	71.27%	72.60%	72.79%	74.32%	74.14%	75.14%	75.95%	76.62%	77.02%	76.87%	70.67%
<u>Net Assets</u>	<u>08/31/23</u>	<u>09/30/23</u>	<u>10/31/23</u>	<u>11/30/23</u>	<u>12/31/23</u>	<u>01/31/24</u>	<u>02/29/24</u>	<u>03/31/24</u>	<u>04/30/24</u>	<u>05/31/24</u>	<u>06/30/24</u>	<u>07/31/24</u>	<u>08/31/24</u>
Net Assets, Beginning	18,705,744	18,705,744	18,705,744	18,705,744	18,705,744	15,796,149	15,796,149	15,796,149	15,796,149	15,796,149	15,796,149	15,796,149	16,781,296
Increase / (Decrease)	(1,432,782)	(1,868,254)	(2,370,910)	(2,895,173)	(2,909,595)	(521,667)	(649,538)	(1,129,403)	(1,190,449)	(1,404,260)	(1,527,569)	(1,882,617)	(2,225,058)
Net Assets, Ending	17,272,962	16,837,490	16,334,834	15,810,571	15,796,149	15,274,482	15,146,611	14,666,746	14,605,700	14,391,890	14,268,580	13,913,532	14,556,238
Total Liabilities and Net Assets	57,685,590	57,002,255	56,860,807	57,694,973	58,046,385	59,491,275	58,579,338	58,994,469	60,731,884	61,558,789	62,080,322	60,162,109	49,631,661
Debt-to-Equity Ratio	2.34	2.39	2.48	2.65	2.67	2.89	2.87	3.02	3.16	3.28	3.35	3.32	2.41

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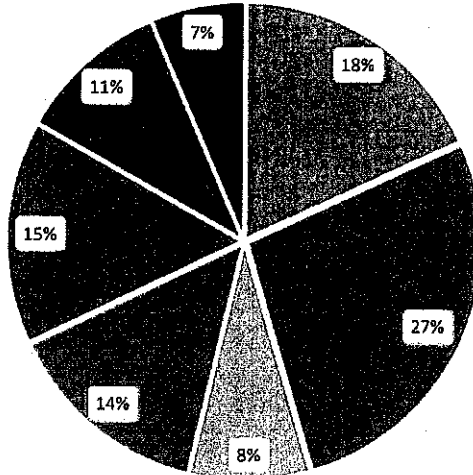
Memorial Medical Center
Days Cash on Hand
For The Month Ended August 31, 2024

Cash and Cash Equivalents:	August	September	October	November	December	January	February	March	April	May	June	July	August
Cash and Cash Equivalents	8,002,115	6,017,422	7,613,795	7,576,958	5,091,941	5,310,161	4,611,198	4,480,708	4,029,876	4,001,003	2,215,655	5,068,787	4,904,819
Private Waiver Clearing Account	433	434	435	435	436	436	437	437	438	438	439	439	440
MM Clinic Construction Account	538	539	540	540	541	542	543	543	544	545	545	546	547
Investments	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash and Investments	8,003,087	6,018,395	7,614,769	7,577,934	5,092,917	5,311,139	4,612,178	4,481,688	4,030,858	4,001,986	2,216,639	5,069,772	4,905,806
Operating Expenses:													
Salaries & Wages	1,215,027	1,168,421	1,238,876	1,153,990	1,193,977	1,273,068	1,161,454	1,192,109	1,224,208	1,247,205	1,174,405	1,172,423	1,227,226
Employee Benefits & PR Taxes	418,918	444,133	413,716	412,124	433,427	178,607	460,207	208,340	421,846	366,761	401,521	445,874	429,875
Professional Fees	378,841	377,827	480,882	452,882	466,627	649,659	483,852	458,991	514,644	457,187	468,646	500,120	420,957
Purchased Services	487,127	458,977	435,361	471,879	534,286	434,686	452,066	401,289	466,252	494,758	409,118	394,434	363,873
Supplies	413,311	365,223	428,948	406,194	404,818	369,766	395,820	341,434	367,675	418,338	366,140	298,748	360,345
Insurance	6,453	7,423	7,423	4,653	6,406	2,952	3,650	3,997	4,360	4,763	5,217	5,690	6,295
Utilities	53,720	90,469	47,723	48,014	45,960	42,361	43,601	44,200	49,183	44,844	50,743	55,929	50,413
Other Expenses	121,965	128,003	163,080	104,417	84,838	82,028	81,239	82,942	87,585	96,296	97,842	130,110	209,604
Total Expenses	3,095,362	3,040,476	3,216,009	3,054,153	3,170,339	3,033,126	3,081,889	2,733,302	3,135,753	3,130,153	2,973,632	3,003,328	3,068,588
Days in Period	31	30	31	30	31	31	29	31	30	31	30	31	31
Total Cash and Cash Equivalents	8,003,087	6,018,395	7,614,769	7,577,934	5,092,917	5,311,139	4,612,178	4,481,688	4,030,858	4,001,986	2,216,639	5,069,772	4,905,806
Operating Expenses (without employer tax credit) Less Depreciation	3,019,247	2,964,487	3,216,009	3,054,153	3,170,339	3,033,126	3,081,889	2,733,301	3,135,753	3,130,153	2,973,632	3,003,328	3,068,588
Daily Expenses (Expenses Divided By # Of Days)	97,395	98,816	103,742	101,805	102,269	97,843	106,272	88,171	104,525	100,973	99,121	96,882	98,987
Days Cash on Hand Ratio	82.2	60.9	73.4	74.4	49.8	54.3	43.4	50.8	38.6	39.6	22.4	52.3	49.6
Cash and Investments less Private Waiver Cash	8,002,115	6,017,422	7,613,795	7,576,958	5,091,941	5,310,161	4,611,198	4,480,708	4,029,876	4,001,003	2,215,655	5,068,787	4,904,819
Adjusted Days Cash on Hand	82.2	60.9	73.4	74.4	49.8	54.3	43.4	50.8	38.6	39.6	22.4	52.3	49.6

Financial Drivers

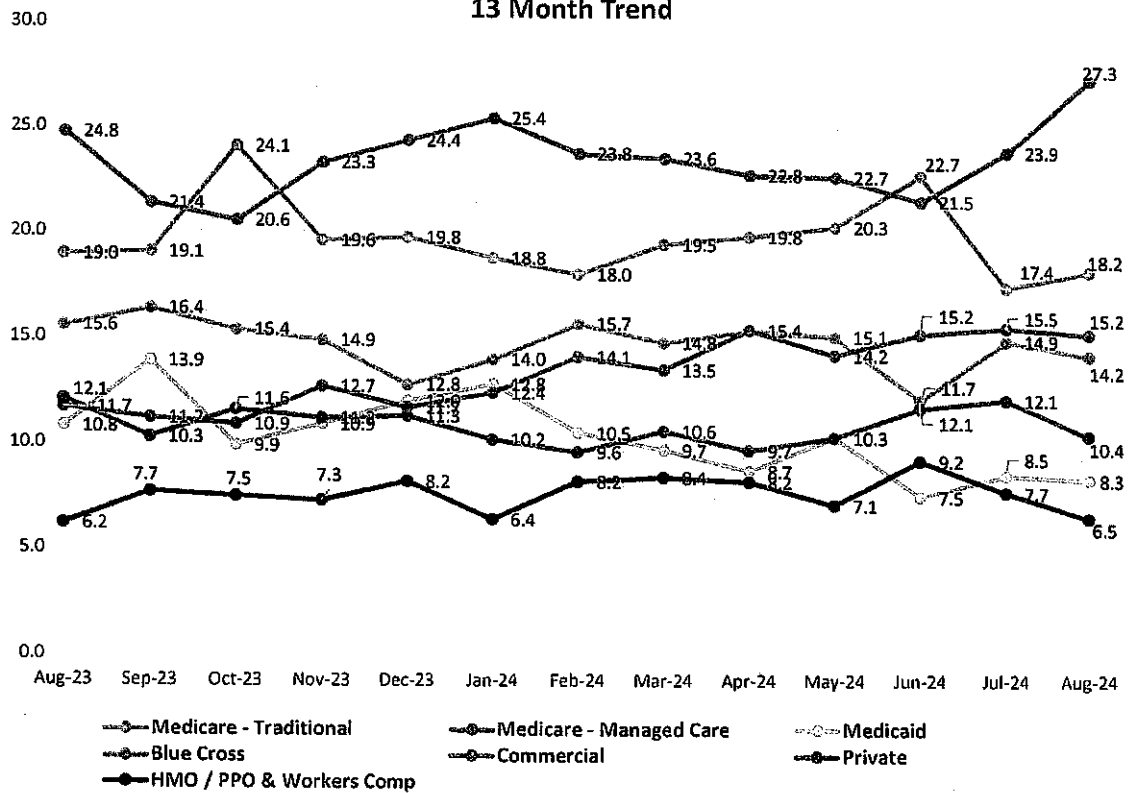
Memorial Medical Center Payer Mix

MMC (Hospital) Payer Mix As of August 31, 2024



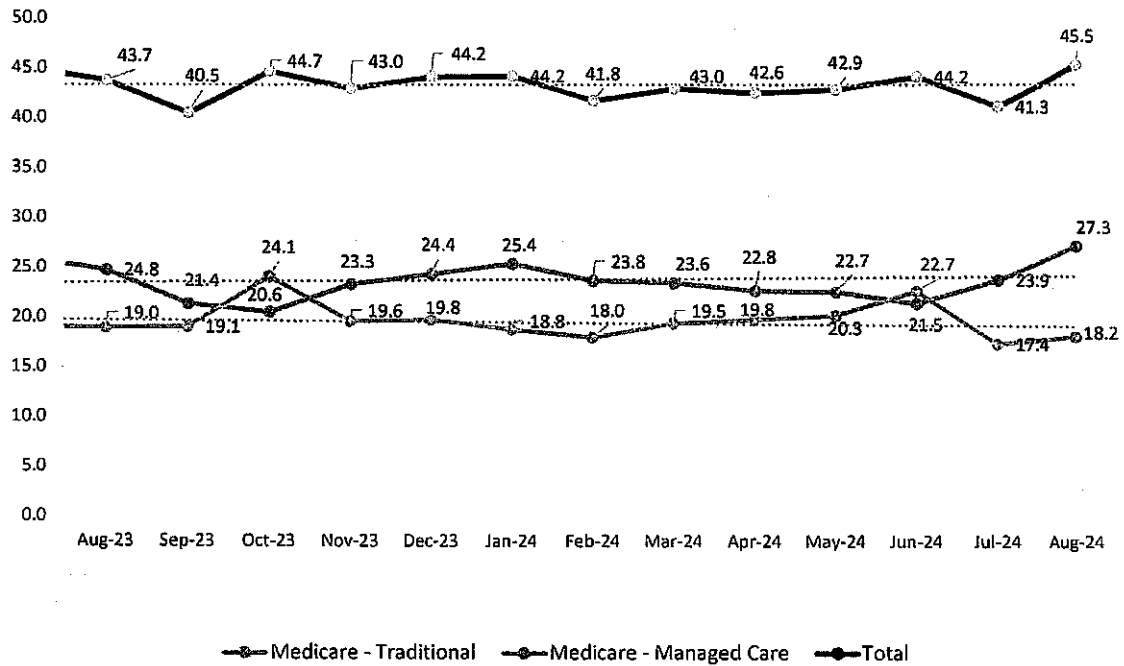
- Medicare - Traditional
- Medicare - Managed Care
- Medicaid
- Blue Cross
- Commercial
- Private
- HMO / PPO & Workers Comp

13 Month Trend



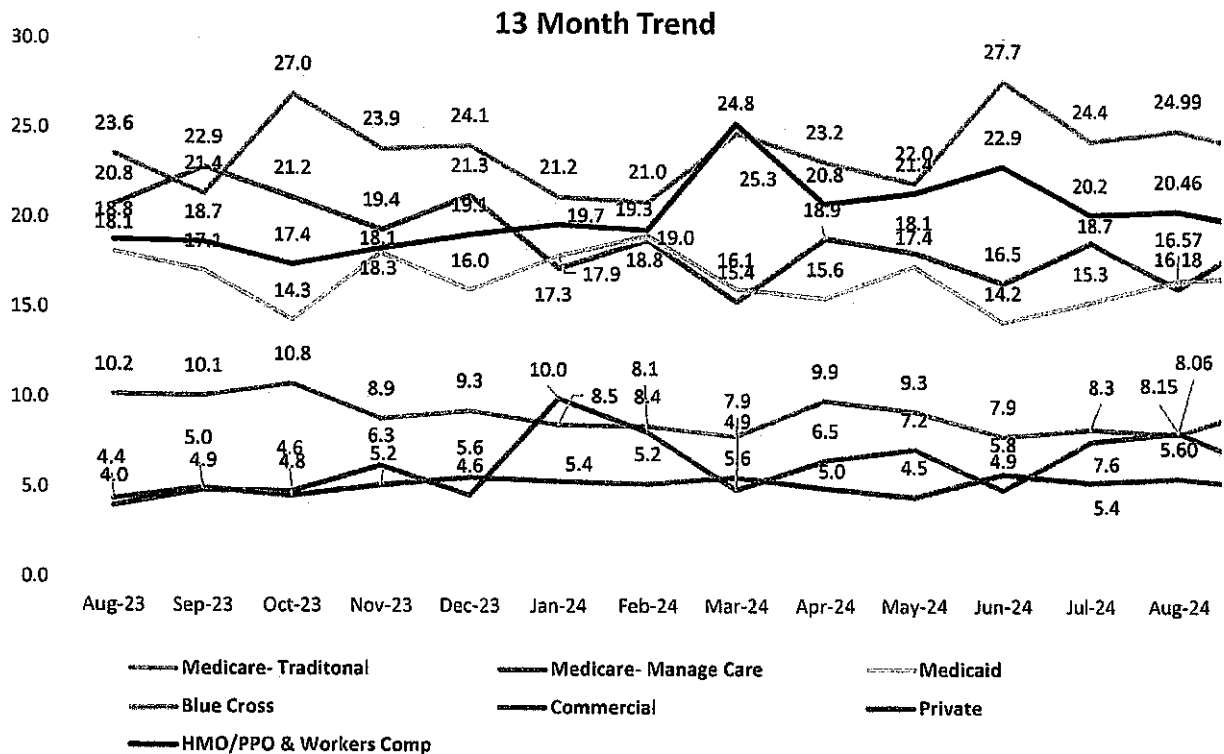
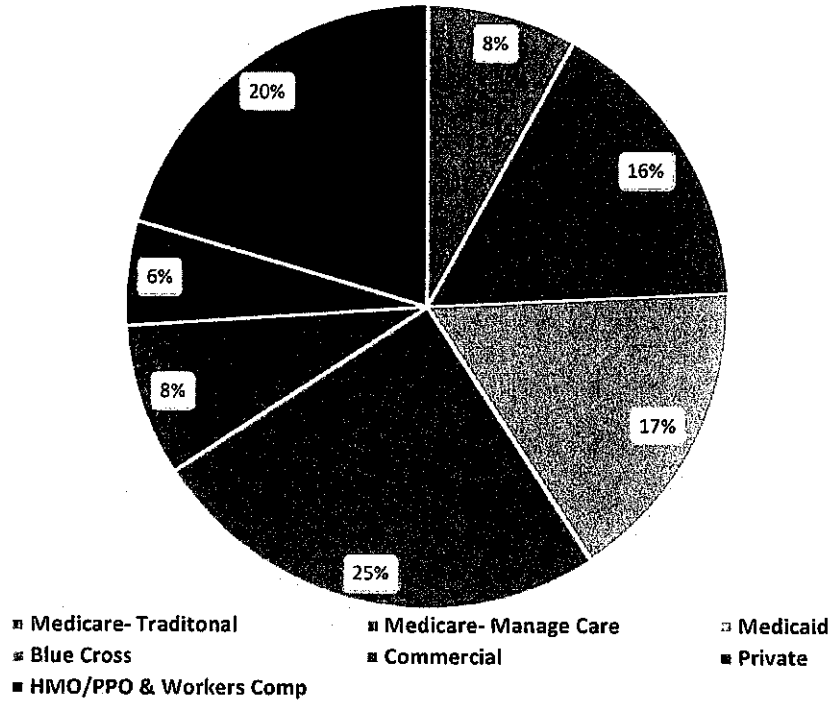
Memorial Medical Center
Medicare Traditional vs. Managed Care Comparison

Medicare Traditional vs. Managed Care
13 Month Trend



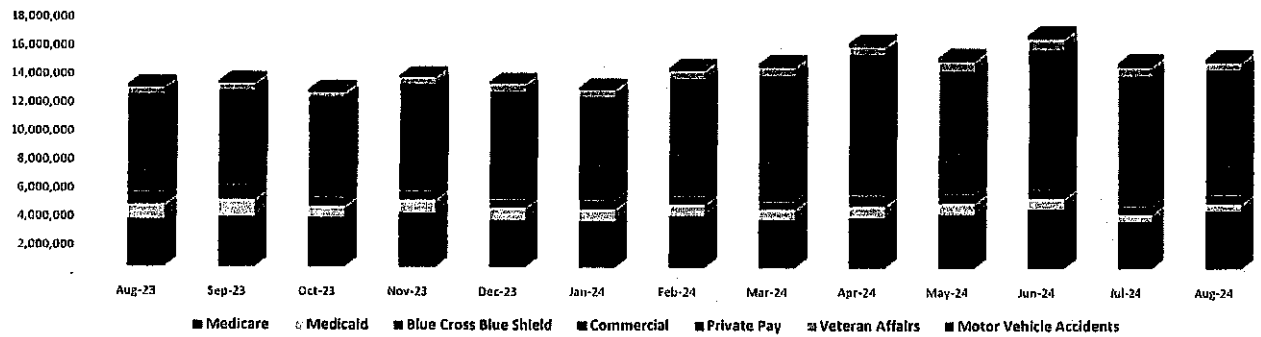
Memorial Medical Clinic Payer Mix

Memorial Medical Center (Clinic) As of August 31, 2024

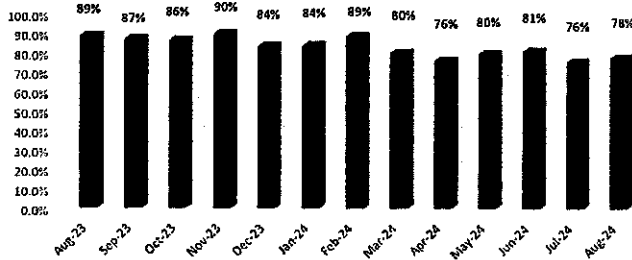


Memorial Medical Center Hospital Accounts Receivable Quality Indicators

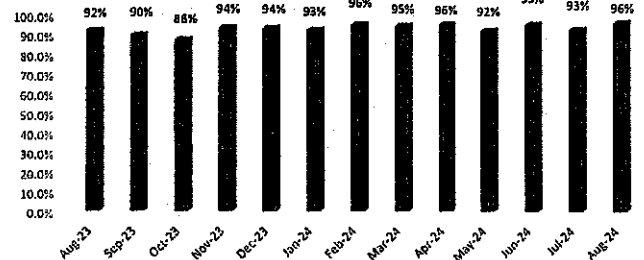
Accounts Receivable By Payor



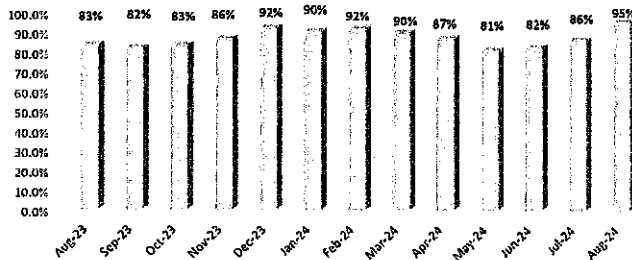
Medicare Aging < 60 Days



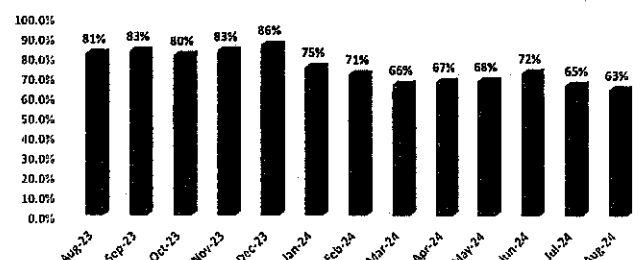
Blue Cross < 90 Days



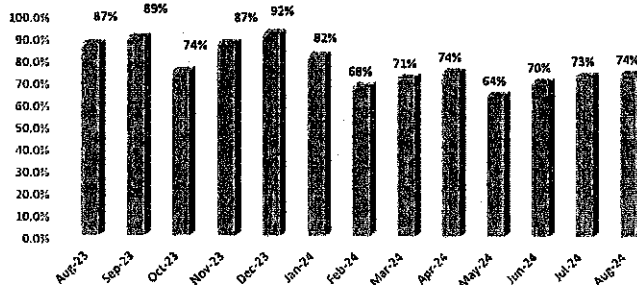
Medicaid Aging < 90 Days



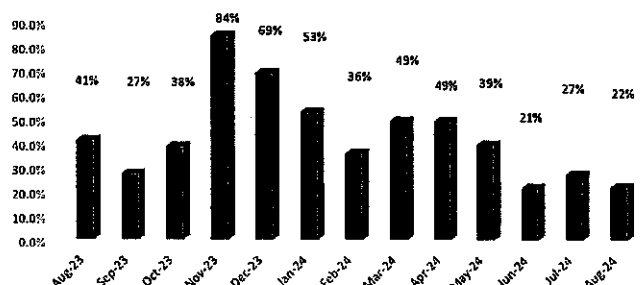
Commercial < 90 Days



Veteran Affairs < 90 Days



Motor Vehicle Accidents < 90 Days



Memorial Medical Center
Accounts Receivable Agings

Aging	0 - 30	31-60	61-90	91-120	121-150	151-180	181-365	Total Gross	% Over 120 Days	% Over 90 Days	% Under 60 Days	% Under 90 Days
Total												
Apr-17	3,596,810	1,887,117	1,343,950	698,284	391,335	182,383	958,124	9,058,003	16.9%	24.6%	60.5%	75.4%
Aug-23	5,368,397	2,089,705	1,255,235	1,014,329	717,505	418,821	1,842,117	12,706,109	23.4%	31.4%	58.7%	68.6%
Sep-23	5,463,113	2,210,826	1,363,783	1,092,846	816,811	477,619	1,551,092	12,976,090	21.9%	30.4%	59.1%	69.6%
Oct-23	5,262,717	1,584,795	1,195,527	1,054,657	903,710	692,659	1,703,317	12,397,382	26.6%	35.1%	55.2%	64.9%
Nov-23	5,850,431	2,342,820	991,646	937,375	767,202	580,291	1,894,811	13,364,576	24.3%	31.3%	61.3%	68.7%
Dec-23	4,985,479	2,669,288	1,583,706	914,920	764,097	389,021	1,644,964	12,951,473	21.6%	28.7%	59.1%	71.3%
Jan-24	4,911,560	1,994,115	1,867,154	1,086,211	560,670	462,874	1,676,067	12,558,651	21.5%	30.1%	55.0%	69.9%
Feb-24	5,491,085	2,460,298	1,399,867	1,447,438	926,368	392,650	1,811,234	13,928,940	22.5%	32.9%	57.1%	67.1%
Mar-24	4,383,922	2,766,567	1,688,608	1,135,565	1,294,319	874,721	2,113,670	14,257,371	30.0%	38.0%	50.2%	62.0%
Apr-24	5,272,467	2,071,511	1,964,646	1,324,411	1,056,420	1,189,354	2,831,524	15,710,334	32.3%	40.7%	46.7%	59.3%
May-24	5,322,681	2,464,471	1,450,401	1,551,157	1,178,692	711,194	2,036,840	14,715,438	26.7%	37.2%	52.9%	62.8%
Jun-24	5,632,844	2,623,568	1,824,721	1,215,432	1,336,322	1,039,911	2,638,495	16,311,293	30.7%	38.2%	50.6%	61.8%
Jul-24	4,321,876	2,585,091	1,726,745	1,395,904	1,142,477	967,665	2,188,458	14,328,215	30.0%	39.7%	48.2%	60.3%
Aug-24	5,361,253	1,929,512	1,533,831	1,326,275	1,099,192	865,034	2,549,585	14,664,682	30.8%	39.8%	49.7%	60.2%
Medicare												
Sep-17	1,655,132	426,033	182,349	35,908	5,783	19,655	53,433	2,378,292	3.3%	4.8%	87.5%	95.2%
Aug-23	2,504,407	480,159	83,947	75,971	47,650	22,017	146,265	3,360,417	6.4%	8.7%	88.8%	91.3%
Sep-23	2,380,789	688,768	171,080	42,321	43,668	25,695	162,304	3,514,626	6.6%	7.8%	87.3%	92.2%
Oct-23	2,641,427	347,080	135,729	84,640	31,189	31,871	185,180	3,457,117	7.2%	9.6%	86.4%	90.4%
Nov-23	2,726,661	687,167	59,583	38,560	47,895	35,972	199,106	3,794,944	7.5%	8.5%	90.0%	91.5%
Dec-23	2,197,452	591,325	277,593	26,082	20,513	17,286	203,205	3,333,456	7.2%	8.0%	83.7%	92.0%
Jan-24	2,342,537	386,029	237,360	30,655	12,659	25,036	219,028	3,253,305	7.9%	8.8%	83.9%	91.2%
Feb-24	2,433,018	794,758	113,220	50,514	18,579	10,527	221,204	3,641,820	6.9%	8.3%	88.6%	91.7%
Mar-24	1,994,012	716,934	317,555	80,566	31,802	17,927	221,527	3,380,323	8.0%	10.4%	80.2%	89.6%
Apr-24	2,311,180	379,041	359,550	160,383	54,580	33,521	235,386	3,533,642	9.2%	13.7%	76.1%	86.3%
May-24	2,469,475	512,329	160,834	214,353	126,392	27,181	228,060	3,738,625	10.2%	15.9%	79.8%	84.1%
Jun-24	2,699,936	669,549	228,808	85,071	137,033	95,995	238,014	4,154,405	11.3%	13.4%	81.1%	86.6%
Jul-24	1,932,778	551,266	208,331	109,718	83,748	118,100	282,062	3,286,003	14.7%	18.1%	75.6%	81.9%
Aug-24	2,713,867	428,131	248,343	155,700	85,402	83,837	327,262	4,042,544	12.3%	16.1%	77.7%	83.9%
Medicaid												
Aug-17	460,814	355,303	115,759	32,474	7,570	2,527	2,963	977,411	1.3%	4.7%	83.5%	95.3%
Aug-23	535,487	160,785	95,176	67,170	8,569	13,851	70,492	951,530	9.8%	16.8%	73.2%	83.2%
Sep-23	707,722	122,546	114,122	58,684	57,209	5,151	88,438	1,153,871	13.1%	18.2%	72.0%	81.8%
Oct-23	467,505	135,280	25,280	34,915	14,812	30,601	48,713	757,107	12.4%	17.0%	79.6%	83.0%
Nov-23	588,110	133,380	35,489	24,872	19,411	12,279	62,638	876,178	10.8%	13.6%	82.3%	86.4%
Dec-23	551,580	115,574	74,586	12,383	7,294	1,637	45,015	808,070	6.7%	8.2%	82.6%	91.8%
Jan-24	568,530	98,554	45,516	33,720	7,553	2,863	30,811	787,547	5.2%	9.5%	84.7%	90.5%
Feb-24	490,255	146,378	44,891	14,067	19,158	2,916	26,637	744,302	6.5%	8.4%	85.5%	91.6%
Mar-24	352,716	185,044	72,304	21,801	5,765	12,011	30,934	680,575	7.2%	10.4%	79.0%	89.6%
Apr-24	390,942	147,222	111,233	40,015	14,102	10,962	34,097	748,573	7.9%	13.2%	71.9%	86.8%
May-24	473,933	97,585	47,056	77,575	26,582	11,933	30,930	765,594	9.1%	19.2%	74.7%	80.8%
Jun-24	398,457	126,099	61,918	19,450	58,428	12,824	36,030	713,207	15.0%	17.8%	73.5%	82.2%
Jul-24	297,201	63,705	46,523	24,880	10,937	22,541	6,138	471,925	8.4%	13.7%	76.5%	86.3%
Aug-24	337,767	83,559	13,033	15,290	2,739	695	2,352	455,434	1.3%	4.6%	92.5%	95.4%
BCBS												
Jul-18	293,552	25,273	21,415	4,663	4,641	1,022	1,147	351,714	1.9%	3.3%	90.6%	96.7%
Aug-23	634,397	169,916	35,958	10,215	5,811	10,500	43,077	909,874	6.5%	7.6%	88.4%	92.4%
Sep-23	696,274	143,155	100,761	28,197	18,129	5,811	51,884	1,044,211	7.3%	10.0%	80.4%	90.0%
Oct-23	470,942	37,716	42,812	21,503	16,445	2,951	35,940	628,308	8.8%	12.2%	81.0%	87.8%
Nov-23	530,568	79,250	11,518	3,643	13,998	3,119	20,113	662,208	5.6%	6.2%	92.1%	93.8%
Dec-23	440,771	103,155	29,352	7,444	9,145	4,324	18,522	612,714	5.2%	6.4%	88.8%	93.6%
Jan-24	486,524	76,603	41,207	8,348	4,588	10,956	24,212	652,438	6.1%	7.4%	86.3%	92.6%
Feb-24	498,460	74,377	14,366	3,059	5,170	-	19,415	614,846	4.0%	4.5%	93.2%	95.5%
Mar-24	449,914	52,977	29,070	6,742	814	2,853	18,084	560,454	3.9%	5.1%	89.7%	94.9%
Apr-24	658,382	53,970	42,726	18,428	-	589	15,905	790,001	2.1%	4.4%	90.2%	95.6%
May-24	552,096	48,275	4,760	22,103	12,015	-	15,580	654,830	4.2%	7.6%	91.7%	92.4%
Jun-24	487,585	99,057	29,390	2,386	2,376	12,299	12,234	645,326	4.2%	4.5%	90.9%	95.5%
Jul-24	458,495	50,375	29,877	14,627	2,990	1,785	21,875	580,024	4.6%	7.1%	87.7%	92.9%
Aug-24	525,084	96,889	25,205	6,527	-	2,990	15,063	671,757	2.7%	3.7%	92.6%	96.3%

**Memorial Medical Center
Accounts Receivable Agings**

Aging	0 - 30	31-60	61-90	91-120	121-150	151-180	181-365	Total Gross	% Over 120 Days	% Over 90 Days	% Under 60 Days	% Under 90 Days
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Commercial (VA & MVA seperated out starting October 2020)

Feb-17	1,153,728	303,202	157,302	62,901	45,604	24,581	95,421	1,842,739	9.0%	12.4%	79.1%	87.6%
Aug-23	718,192	367,857	163,691	56,179	27,897	21,757	180,668	1,536,240	15.0%	18.6%	70.7%	81.4%
Sep-23	844,164	330,346	120,475	71,080	33,937	35,258	131,075	1,566,335	12.8%	17.3%	75.0%	82.7%
Oct-23	867,962	244,832	200,114	115,938	59,594	28,764	114,564	1,631,769	12.4%	19.5%	68.2%	80.5%
Nov-23	941,606	600,361	81,351	112,533	71,174	42,772	112,762	1,962,559	11.6%	17.3%	78.6%	82.7%
Dec-23	928,921	720,859	415,508	86,335	39,377	84,109	130,341	2,405,450	10.6%	14.1%	68.6%	85.9%
Jan-24	818,165	579,472	495,445	310,186	95,444	33,360	205,535	2,537,607	13.2%	25.4%	55.1%	74.6%
Feb-24	1,122,142	545,765	431,264	407,301	208,321	59,710	183,922	2,958,426	15.3%	29.0%	56.4%	71.0%
Mar-24	781,924	716,022	381,087	290,130	306,313	144,073	240,843	2,860,392	24.2%	34.3%	52.4%	65.7%
Apr-24	1,121,006	561,550	523,701	240,490	261,391	238,289	335,554	3,281,980	25.4%	32.8%	51.3%	67.2%
May-24	984,465	689,786	309,547	287,138	156,506	172,329	336,052	2,935,823	22.6%	32.4%	57.0%	67.6%
Jun-24	1,147,240	723,679	445,664	205,837	226,343	113,361	371,349	3,233,473	22.0%	28.4%	57.9%	71.6%
Jul-24	806,934	636,221	455,927	285,872	181,405	158,656	375,496	2,900,512	24.7%	34.5%	49.8%	65.5%
Aug-24	942,962	374,145	206,597	236,169	174,592	96,497	377,870	2,408,832	26.9%	36.7%	54.7%	63.3%

Private Pay

Mar-19	788,848	1,011,617	831,644	259,046	192,429	117,192	896,868	4,097,643	29.4%	35.8%	43.9%	64.2%
Aug-23	684,152	802,533	825,522	765,096	600,193	343,430	1,304,025	5,324,951	42.2%	56.6%	27.9%	43.4%
Sep-23	630,337	767,528	793,787	846,581	635,814	378,319	1,038,262	5,090,628	40.3%	56.9%	27.5%	43.1%
Oct-23	591,979	801,084	758,164	775,321	741,306	570,437	1,202,719	5,441,009	46.2%	60.5%	25.6%	39.5%
Nov-23	737,692	693,535	787,030	734,278	605,353	480,764	1,461,194	5,499,846	46.3%	59.7%	26.0%	40.3%
Dec-23	697,283	889,800	640,008	782,359	651,038	279,669	1,197,886	5,138,043	41.4%	56.7%	30.9%	43.3%
Jan-24	541,497	756,691	839,779	604,512	440,341	353,868	1,169,305	4,705,993	41.7%	54.6%	27.6%	45.4%
Feb-24	663,735	827,308	737,684	823,783	592,191	319,412	1,300,905	5,265,018	42.0%	57.7%	28.3%	42.3%
Mar-24	596,637	842,989	816,879	693,881	841,392	611,686	1,543,063	5,946,527	50.4%	62.1%	24.2%	37.9%
Apr-24	593,624	773,425	781,679	808,160	686,862	866,928	2,086,865	6,597,542	55.2%	67.4%	20.7%	32.6%
May-24	673,590	912,284	783,730	800,751	816,111	442,899	1,276,178	5,705,544	44.4%	58.5%	27.8%	41.5%
Jun-24	658,748	842,500	890,017	781,154	794,484	776,977	1,804,180	6,548,060	51.6%	63.5%	22.9%	36.5%
Jul-24	643,258	1,051,175	889,408	921,983	766,781	610,368	1,330,305	6,213,277	43.6%	58.4%	27.3%	41.6%
Aug-24	608,094	817,374	990,358	863,369	806,277	606,484	1,629,489	6,321,445	48.1%	61.8%	22.5%	38.2%

Veteran Affairs

Aug-23	265,638	96,203	9,247	308	336	274	56,344	428,350	13.3%	13.4%	84.5%	86.6%
Sep-23	183,813	139,720	51,305	6,363	308	336	36,987	418,833	9.0%	10.5%	77.2%	89.5%
Oct-23	170,808	5,612	9,118	8,273	6,325	290	48,768	249,194	22.2%	25.5%	70.8%	74.5%
Nov-23	282,919	97,047	3,485	9,279	8,502	5,384	34,033	440,650	10.9%	13.0%	86.2%	87.0%
Dec-23	160,896	206,333	94,578	316	9,330	1,996	31,213	504,663	8.4%	8.5%	72.8%	91.5%
Jan-24	122,460	88,191	160,289	52,418	84	9,392	22,210	455,043	7.0%	18.5%	46.3%	81.5%
Feb-24	252,858	40,902	49,866	101,156	35,878	84	26,785	507,530	12.4%	32.3%	57.9%	67.7%
Mar-24	140,988	221,008	40,902	34,204	60,675	39,100	26,855	563,732	22.5%	28.5%	64.2%	71.5%
Apr-24	173,433	87,318	114,164	33,555	31,244	13,337	51,131	504,182	19.0%	25.6%	51.7%	74.4%
May-24	137,090	189,940	84,497	108,935	34,965	31,353	58,063	644,842	19.3%	36.2%	50.7%	63.8%
Jun-24	227,571	129,405	154,652	61,560	78,332	22,332	59,212	733,064	21.8%	30.2%	48.7%	69.8%
Jul-24	157,770	220,508	59,905	24,552	41,015	30,368	68,442	602,560	23.2%	27.3%	62.8%	72.7%
Aug-24	197,972	105,689	46,820	13,554	15,910	27,682	68,986	476,613	23.6%	26.5%	63.7%	73.5%

Motor Vehicle Accidents

Aug-23	26,124	12,253	41,694	39,389	27,049	6,992	41,246	194,747	38.7%	58.9%	19.7%	41.1%
Sep-23	20,014	18,763	12,253	39,619	27,745	27,049	42,142	187,585	51.7%	72.8%	20.7%	27.2%
Oct-23	52,094	13,190	24,310	14,067	34,039	27,745	67,432	232,877	55.5%	61.5%	28.0%	38.5%
Nov-23	42,875	52,080	13,190	14,209	871	-	4,965	128,190	4.6%	15.6%	74.1%	84.4%
Dec-23	8,576	42,240	52,080	-	27,399	-	18,782	149,077	31.0%	31.0%	34.1%	69.0%
Jan-24	31,846	8,576	47,558	46,372	-	27,399	4,965	166,716	19.4%	47.2%	24.2%	52.8%
Feb-24	30,617	30,811	8,576	47,558	47,071	-	32,364	196,997	40.3%	64.5%	31.2%	35.5%
Mar-24	67,730	31,592	30,811	8,241	47,558	47,071	32,364	265,367	47.9%	51.0%	37.4%	49.0%
Apr-24	23,900	68,985	31,592	23,380	8,241	25,728	72,587	254,414	41.9%	51.1%	36.5%	48.9%
May-24	32,033	14,272	59,976	40,301	6,122	25,499	91,977	270,180	45.7%	60.7%	17.1%	39.3%
Jun-24	13,307	33,279	14,272	59,976	39,326	6,122	117,476	283,758	57.4%	78.6%	16.4%	21.4%
Jul-24	25,440	11,840	36,773	14,272	55,602	25,847	104,140	273,914	67.8%	73.0%	13.6%	27.0%
Aug-24	35,507	23,725	3,475	35,666	14,272	46,849	128,563	288,057	65.8%	78.2%	20.6%	21.8%

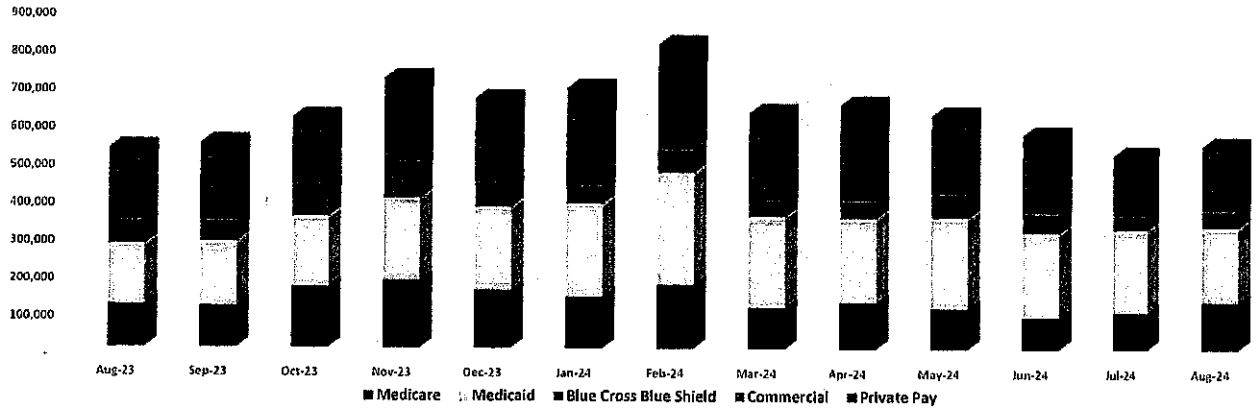
**Memorial Medical Center
Accounts Receivable Agings**

Aging	0 - 30	31-60	61-90	91-120	121-150	151-180	181-365	Total Gross	% Over 120 Days	% Over 90 Days	% Under 60 Days	% Under 90 Days
All Insured												
Jul-17	3,361,811	1,022,884	325,400	130,623	91,194	89,145	152,956	5,174,014	6.4%	9.0%	84.7%	91.0%
Aug-23	4,684,245	1,287,173	429,713	249,232	117,313	75,391	538,092	7,381,158	9.9%	13.3%	80.9%	86.7%
Sep-23	4,832,776	1,443,299	569,996	246,265	180,997	99,300	512,830	7,885,462	10.1%	13.2%	79.6%	86.8%
Oct-23	4,670,737	783,711	437,364	279,336	162,404	122,222	500,598	6,956,373	11.3%	15.3%	78.4%	84.7%
Nov-23	5,112,739	1,649,285	204,616	203,097	161,850	99,527	433,617	7,864,730	8.8%	11.4%	86.0%	88.6%
Dec-23	4,288,196	1,779,488	943,697	132,561	113,059	109,352	447,078	7,813,430	8.6%	10.3%	77.7%	89.7%
Jan-24	4,370,063	1,237,424	1,027,375	481,699	120,329	109,005	506,762	7,852,657	9.4%	15.5%	71.4%	84.5%
Feb-24	4,827,350	1,632,990	662,183	623,655	334,177	73,238	510,329	8,663,922	10.6%	17.8%	74.6%	82.2%
Mar-24	3,787,285	1,923,578	871,728	441,685	452,927	263,035	570,608	8,310,844	15.5%	20.8%	68.7%	79.2%
Apr-24	4,678,844	1,298,086	1,182,967	516,251	369,558	322,426	744,659	9,112,791	15.8%	21.4%	65.6%	78.6%
May-24	4,649,091	1,552,188	666,670	750,406	362,581	268,295	760,662	9,009,894	15.4%	23.8%	68.8%	76.2%
Jun-24	4,974,095	1,781,068	934,704	434,279	541,838	262,934	834,315	9,763,233	16.8%	21.2%	69.2%	78.8%
Jul-24	3,678,618	1,533,915	837,337	473,921	375,696	357,297	858,153	8,114,938	19.6%	25.4%	64.2%	74.6%
Aug-24	4,753,160	1,112,138	543,473	462,906	292,915	258,550	920,096	8,343,237	17.6%	23.2%	70.3%	76.8%

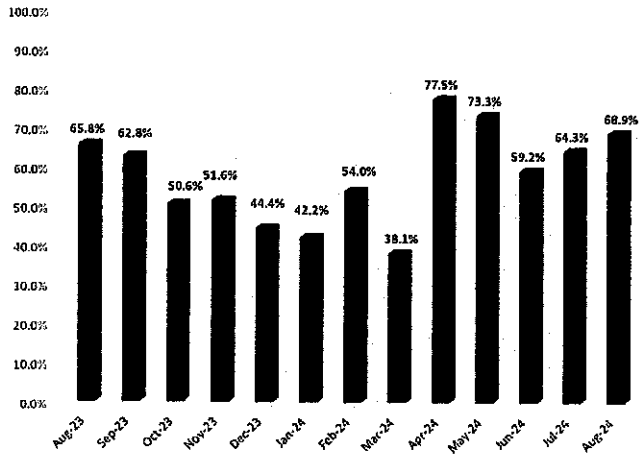
*Months in Green represent the highest % of AR <90 days (best performance month as a %) since trend report tracking started in Jan 2017.

Memorial Medical Center Clinic Accounts Receivable Quality Indicators

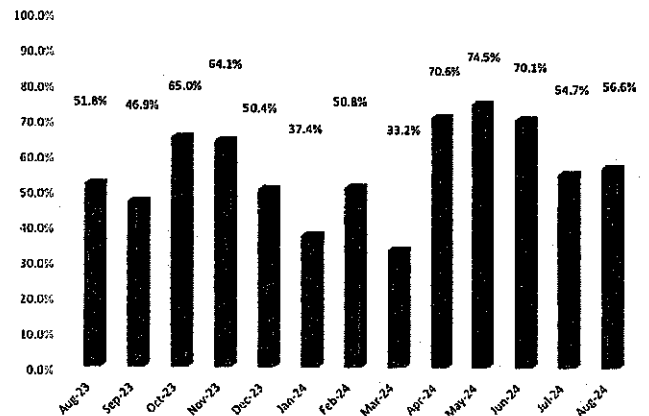
Accounts Receivable By Payor



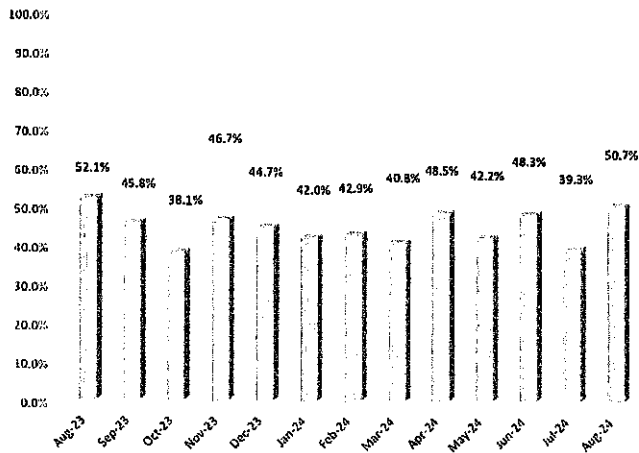
Medicare < 60 Days



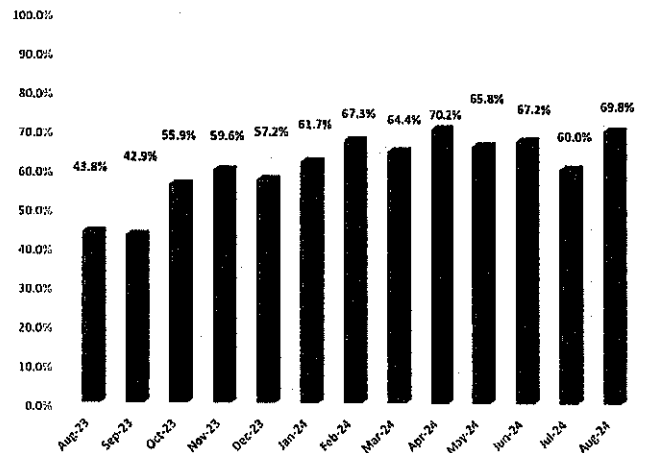
Blue Cross < 90 Days



Medicaid < 90 Days



Commercial < 90 Days



**Memorial Medical Clinics
Accounts Receivable Agings**

Aging	0 - 30	31-60	61-90	91-120	121-150	151-180	181-365	Total Gross	% Over 120 Days	% Over 90 Days	% Under 60 Days	% Under 90 Days
Total												
Jan-18	489,483	12,415	9,784	10,329	1,798	1,725	(7,453)	518,080	-0.8%	1.2%	96.9%	98.8%
Aug-23	260,786	15,106	18,848	23,269	11,593	16,359	181,110	527,072	39.7%	44.1%	52.3%	55.9%
Sep-23	209,124	77,246	7,810	13,320	21,950	11,887	199,119	540,456	43.1%	45.6%	53.0%	54.4%
Oct-23	258,758	55,740	25,865	20,052	20,732	3,771	223,665	608,582	40.8%	44.1%	51.7%	55.9%
Nov-23	323,745	84,643	48,822	42,539	(796)	5,444	208,880	713,277	29.9%	35.9%	57.3%	64.1%
Dec-23	245,538	103,879	53,826	31,582	26,496	1,897	196,389	659,607	34.1%	38.9%	53.0%	61.1%
Jan-24	294,226	57,066	54,046	44,668	24,828	23,107	190,610	688,551	34.6%	41.1%	51.0%	58.9%
Feb-24	359,402	101,679	35,140	42,484	38,847	20,097	206,826	804,475	33.0%	38.3%	57.3%	61.7%
Mar-24	122,222	138,546	96,098	24,915	28,228	30,553	184,076	624,639	38.9%	42.9%	41.7%	57.1%
Apr-24	361,698	34,437	70,282	67,412	17,183	23,771	70,613	645,396	17.3%	27.7%	61.4%	72.3%
May-24	251,942	139,242	22,204	63,755	59,256	8,063	72,981	617,443	22.7%	33.0%	63.4%	67.0%
Jun-24	216,588	84,495	97,086	17,520	39,924	47,486	63,052	566,150	26.6%	29.7%	53.2%	70.3%
Jul-24	220,225	64,389	37,890	56,400	10,872	32,363	90,962	513,102	26.2%	37.1%	55.5%	62.9%
Aug-24	280,800	59,470	35,800	25,158	36,321	10,399	90,337	538,285	25.5%	30.1%	63.2%	69.9%
Medicare												
Aug-19	126,263	2,130	766	559	(82)	265	2,029	131,931	1.7%	2.1%	97.3%	97.9%
Aug-23	71,504	3,412	2,980	661	2,768	3,207	29,286	113,817	31.0%	31.6%	65.8%	68.4%
Sep-23	68,238	1,458	2,557	2,811	686	2,648	32,530	110,928	32.3%	34.9%	62.8%	65.1%
Oct-23	67,386	14,641	11,568	2,986	3,312	5,601	56,525	162,019	40.4%	42.2%	50.6%	57.8%
Nov-23	72,964	20,032	14,968	8,390	2,678	3,094	58,122	180,249	35.4%	40.1%	51.6%	59.9%
Dec-23	58,561	10,039	9,733	11,248	2,483	5,913	56,408	154,387	42.0%	49.3%	44.4%	50.7%
Jan-24	51,210	6,558	5,535	4,112	9,018	1,377	59,242	137,052	50.8%	53.8%	42.2%	46.2%
Feb-24	76,319	15,478	4,398	4,105	3,274	8,258	58,076	169,908	41.0%	43.4%	54.0%	56.6%
Mar-24	33,088	8,844	8,820	705	1,714	1,277	55,721	110,169	53.3%	53.9%	38.1%	46.1%
Apr-24	89,702	6,458	5,128	4,796	1,023	827	16,135	124,069	14.5%	18.4%	77.5%	81.6%
May-24	63,999	16,110	5,091	3,052	4,598	714	15,765	109,330	19.3%	22.1%	73.3%	77.9%
Jun-24	41,848	8,791	8,741	3,976	2,093	4,061	16,056	85,567	26.0%	30.6%	59.2%	69.4%
Jul-24	48,213	15,208	4,664	5,353	4,046	1,641	19,581	98,705	25.6%	31.0%	64.3%	69.0%
Aug-24	80,257	7,504	6,435	3,413	4,885	4,348	20,585	127,427	23.4%	26.1%	68.9%	73.9%
Medicaid												
Feb-18	180,174	2,576	2,454	2,616	108	268	(603)	187,593	-0.1%	1.3%	97.4%	98.7%
Aug-23	46,258	20,380	15,914	7,902	6,864	8,500	52,554	158,372	42.9%	47.9%	42.1%	52.1%
Sep-23	26,077	27,962	22,863	13,931	8,559	6,782	61,776	167,951	45.9%	54.2%	32.2%	45.8%
Oct-23	37,876	14,886	17,351	23,256	13,955	7,442	69,196	183,962	49.2%	61.9%	28.7%	38.1%
Nov-23	57,050	27,276	16,178	11,637	21,124	13,765	68,257	215,287	47.9%	53.3%	39.2%	46.7%
Dec-23	35,878	38,958	22,685	13,859	9,443	20,529	76,709	218,060	48.9%	55.3%	34.3%	44.7%
Jan-24	51,767	21,290	29,872	22,181	15,812	7,870	96,265	245,057	48.9%	58.0%	29.8%	42.0%
Feb-24	83,456	23,063	19,902	31,306	22,189	14,954	99,867	294,738	46.5%	57.1%	36.1%	42.9%
Mar-24	21,847	46,079	29,732	20,384	17,146	13,621	90,481	239,289	50.7%	59.2%	28.4%	40.8%
Apr-24	63,498	13,934	29,985	27,987	9,615	13,412	62,899	221,330	38.8%	51.5%	35.0%	48.5%
May-24	46,072	46,315	7,797	43,790	24,227	9,941	59,344	237,485	39.4%	57.8%	38.9%	42.2%
Jun-24	32,149	32,744	42,113	9,625	28,334	18,828	57,694	221,487	47.3%	51.7%	29.3%	48.3%
Jul-24	37,377	28,174	19,794	39,910	5,141	25,846	60,890	217,131	42.3%	60.7%	30.2%	39.3%
Aug-24	53,905	23,556	22,179	14,997	22,112	5,331	54,550	196,631	41.7%	49.3%	39.4%	50.7%
BCBS												
Mar-19	25,847	9,402	43	145	(1,332)	1,565	(2,571)	33,100	-7.1%	-6.6%	106.5%	106.6%
Aug-23	30,003	1,139	1,279	4,763	2,701	781	21,878	62,544	40.5%	48.2%	49.8%	51.8%
Sep-23	13,232	11,767	1,174	1,088	4,410	2,328	21,843	55,842	51.2%	53.1%	44.8%	46.9%
Oct-23	41,894	5,622	8,675	984	840	5,097	23,397	86,509	33.9%	35.0%	54.9%	65.0%
Nov-23	46,717	11,047	5,349	8,777	250	200	26,077	98,417	27.0%	35.9%	58.7%	64.1%
Dec-23	19,242	10,499	3,274	1,038	5,269	490	25,726	65,537	48.0%	49.6%	45.4%	50.4%
Jan-24	13,829	1,549	2,470	2,459	(313)	5,213	22,563	47,771	57.5%	62.6%	32.2%	37.4%
Feb-24	24,537	6,005	929	1,249	2,361	(503)	27,313	61,891	47.1%	49.2%	49.3%	50.8%
Mar-24	6,034	5,273	3,485	738	1,027	1,979	26,034	44,570	65.2%	66.8%	25.4%	33.2%
Apr-24	28,290	1,582	3,394	1,849	388	900	10,696	47,099	25.4%	29.4%	63.4%	70.6%
May-24	40,171	6,299	1,229	1,062	1,961	795	12,523	64,039	23.9%	25.5%	72.6%	74.5%
Jun-24	24,188	8,380	5,074	1,326	720	1,743	12,258	53,688	27.4%	29.9%	60.7%	70.1%
Jul-24	11,621	3,412	6,662	2,940	731	326	13,942	39,634	37.8%	45.3%	37.9%	54.7%
Aug-24	21,471	1,671	1,508	726	2,763	896	14,537	43,571	41.8%	43.4%	53.1%	56.6%

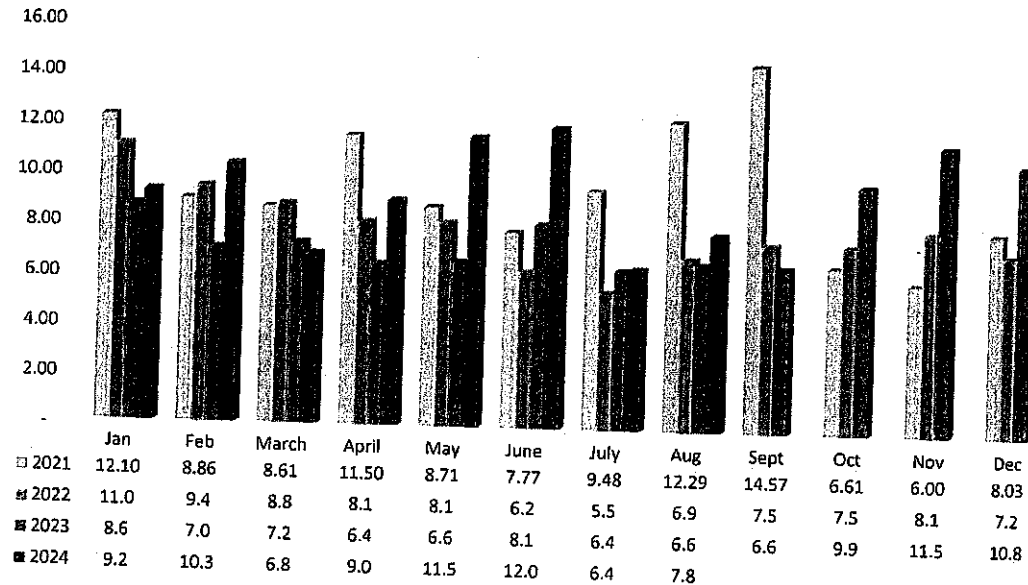
**Memorial Medical Clinics
Accounts Receivable Agings**

Aging	0 - 30	31-60	61-90	91-120	121-150	151-180	181-365	Total Gross	% Over 120 Days	% Over 90 Days	% Under 60 Days	% Under 90 Days
Commercial												
Feb-18	206,928	(201)	397	1,458	-	1,836	(3,675)	206,743	-0.9%	-0.2%	100.0%	100.2%
Aug-23	53,621	8,333	8,709	8,727	9,399	3,758	68,922	161,471	50.8%	56.2%	38.4%	43.8%
Sep-23	35,330	32,048	5,162	5,334	7,478	9,652	73,939	168,944	53.9%	57.1%	39.9%	42.9%
Oct-23	46,847	18,987	11,891	3,308	2,775	825	54,342	138,975	41.7%	44.1%	47.4%	55.9%
Nov-23	68,390	20,672	16,248	11,724	3,293	2,751	53,590	176,669	33.8%	40.4%	50.4%	59.6%
Dec-23	45,954	26,444	13,025	6,840	5,256	2,919	48,905	149,344	38.2%	42.8%	48.5%	57.2%
Jan-24	87,518	9,045	13,251	11,236	3,893	5,323	47,592	177,857	31.9%	38.3%	54.3%	61.7%
Feb-24	107,671	32,330	5,065	9,302	9,169	2,463	49,515	215,516	28.4%	32.7%	65.0%	67.3%
Mar-24	26,006	47,013	34,812	2,667	6,134	7,213	43,505	167,349	34.0%	35.6%	43.6%	64.4%
Apr-24	99,289	10,304	22,697	28,982	2,020	5,708	19,579	188,579	14.5%	29.8%	58.1%	70.2%
May-24	63,130	46,001	7,176	13,721	24,214	1,542	20,977	176,761	26.4%	34.2%	61.7%	65.8%
Jun-24	54,589	22,795	23,207	4,382	4,288	22,580	17,920	149,760	29.9%	32.8%	51.7%	67.2%
Jul-24	52,304	20,557	9,527	8,800	4,697	2,615	38,833	137,333	33.6%	40.0%	53.1%	60.0%
Aug-24	78,755	25,732	10,385	5,905	7,748	4,064	31,976	164,565	26.6%	30.2%	63.5%	69.8%
Private Pay												
Feb-18	152,357	5,922	6,490	5,992	1,186	(513)	2,832	174,264	2.0%	5.4%	90.8%	94.6%
Aug-23	59,400	(18,158)	(10,033)	1,216	(10,138)	112	8,470	30,868	-5.0%	-1.1%	133.6%	101.1%
Sep-23	66,246	4,010	(23,947)	(9,843)	816	(9,523)	9,032	36,791	0.9%	-25.9%	191.0%	125.9%
Oct-23	64,755	1,605	(23,620)	(10,482)	(151)	(15,195)	20,204	37,117	13.1%	-15.1%	178.8%	115.1%
Nov-23	78,623	5,617	(3,921)	2,011	(28,142)	(14,366)	2,835	42,656	-93.0%	-88.3%	197.5%	188.3%
Dec-23	85,903	17,938	5,109	(1,403)	4,043	(27,955)	(11,358)	72,278	-48.8%	-50.7%	143.7%	150.7%
Jan-24	89,903	18,624	2,917	4,680	(3,582)	3,324	(35,052)	80,814	-43.7%	-37.9%	134.3%	137.9%
Feb-24	67,418	24,803	4,845	(3,478)	1,854	(5,075)	(27,945)	62,422	-49.9%	-55.5%	147.7%	155.5%
Mar-24	35,248	31,338	19,250	421	2,207	6,463	(31,665)	63,261	-36.3%	-35.7%	105.3%	135.7%
Apr-24	80,918	2,158	9,079	3,797	4,138	2,924	(38,697)	64,318	-49.2%	-43.3%	129.2%	143.3%
May-24	38,570	24,517	911	2,130	4,256	(4,928)	(35,628)	29,829	-121.7%	-114.6%	211.5%	214.6%
Jun-24	63,815	11,785	17,951	(1,790)	4,489	273	(40,877)	55,647	-64.9%	-68.1%	135.9%	168.1%
Jul-24	70,710	(2,961)	(2,757)	(602)	(3,743)	1,935	(42,283)	20,299	-217.2%	-220.2%	333.8%	320.2%
Aug-24	46,411	1,007	(4,707)	117	(1,186)	(4,240)	(31,312)	6,091	-603.2%	-601.2%	778.5%	701.2%
All Insured												
Oct-19	280,920	26,512	38,307	4,230	3,754	9,621	15,080	378,424	7.5%	8.6%	81.2%	91.4%
Aug-23	201,386	33,264	28,882	22,053	21,731	16,247	172,640	496,204	42.4%	46.9%	47.3%	53.1%
Sep-23	142,878	73,236	31,756	23,163	21,133	21,410	190,088	503,665	46.2%	50.8%	42.9%	49.2%
Oct-23	194,003	54,135	49,485	30,534	20,882	18,965	203,461	571,465	42.6%	47.9%	43.4%	52.1%
Nov-23	245,122	79,026	52,743	40,528	27,345	19,811	206,046	670,621	37.8%	43.8%	48.3%	56.2%
Dec-23	159,635	85,940	48,716	32,985	22,452	29,852	207,748	587,329	44.3%	49.9%	41.8%	50.1%
Jan-24	204,324	38,442	51,128	39,988	28,410	19,783	225,662	607,737	45.1%	51.6%	39.9%	48.4%
Feb-24	291,984	76,876	30,295	45,963	36,993	25,172	234,771	742,053	40.0%	46.2%	49.7%	53.8%
Mar-24	86,974	107,208	76,848	24,494	26,021	24,090	215,741	561,377	47.4%	51.7%	34.6%	48.3%
Apr-24	280,780	32,279	61,203	63,614	13,045	20,847	109,310	581,078	24.6%	35.6%	53.9%	64.4%
May-24	213,373	114,725	21,293	61,625	55,000	12,991	108,609	587,614	30.1%	40.5%	55.8%	59.5%
Jun-24	152,774	72,710	79,134	19,309	35,435	47,213	103,928	510,503	36.5%	40.3%	44.2%	59.7%
Jul-24	149,515	67,351	40,647	57,003	14,615	30,428	133,245	492,803	36.2%	47.7%	44.0%	52.3%
Aug-24	234,388	58,463	40,507	25,041	37,508	14,639	121,648	532,194	32.7%	37.4%	55.0%	62.6%

*Months in Green represent the highest % of AR <90 days (best performance month as a %) since trend report tracking started in Jan 2017.

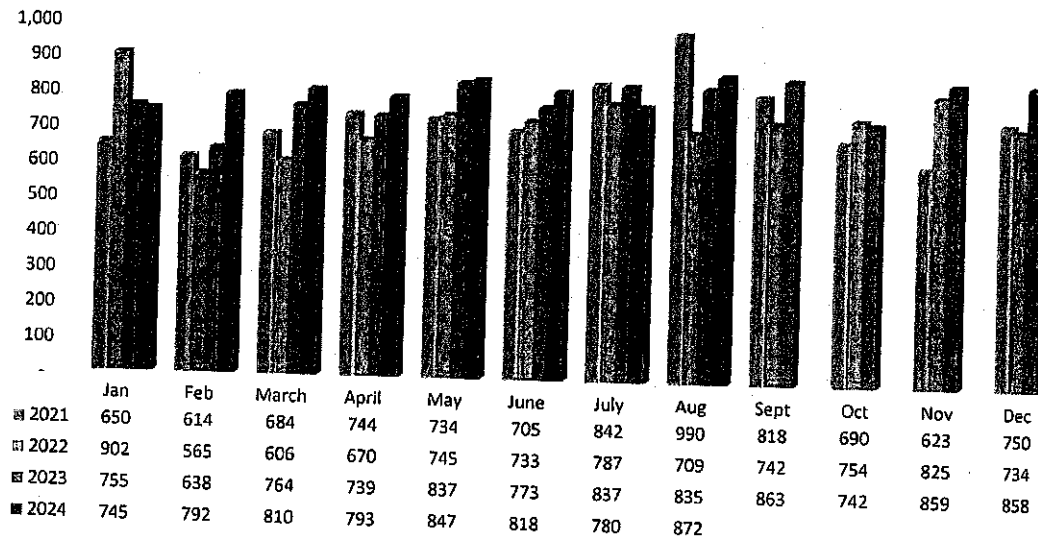
Memorial Medical Center August 2024 Inpatient and Emergency Room Statistics

Average Daily Census



- Admissions are the primary driver to inpatient gross revenue
- Average daily census was 7.8, or 1.7 less than target of 9.5
- Inpatient gross revenue was \$655 thousand on a budget of \$932 thousand

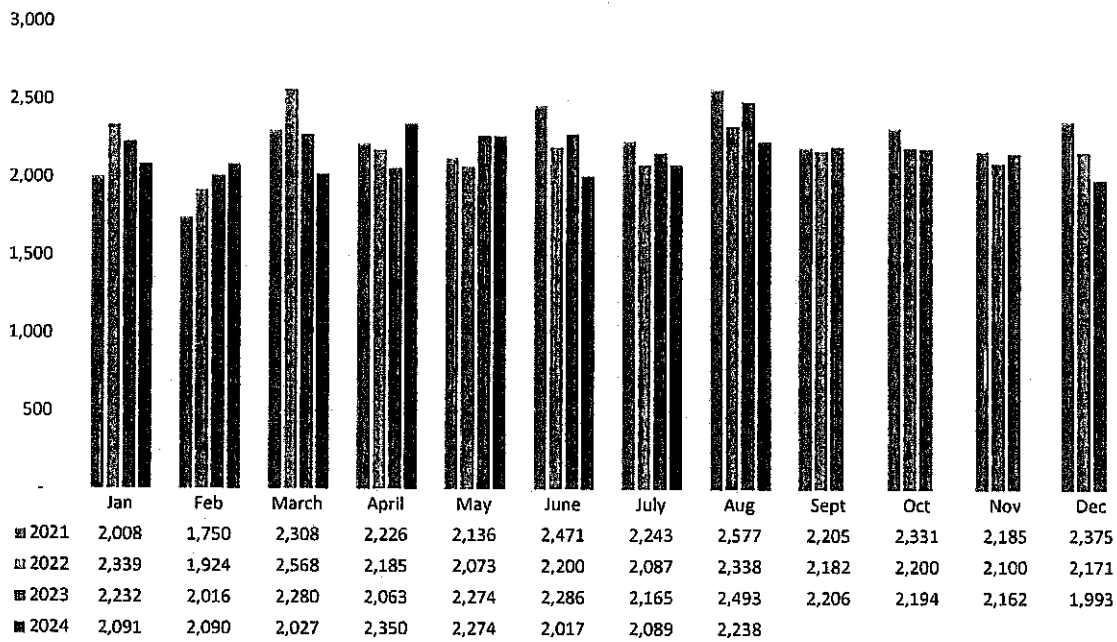
Emergency Room Visits



- Emergency room visits are the primary driver to emergency room gross revenue
- Emergency room visits were 872, or 127 more than target of 745
- Emergency room gross revenue was \$2.81 million on a budget of \$2.27 million
- Gross revenue is not netted down for payer contracts or cost based reimbursement

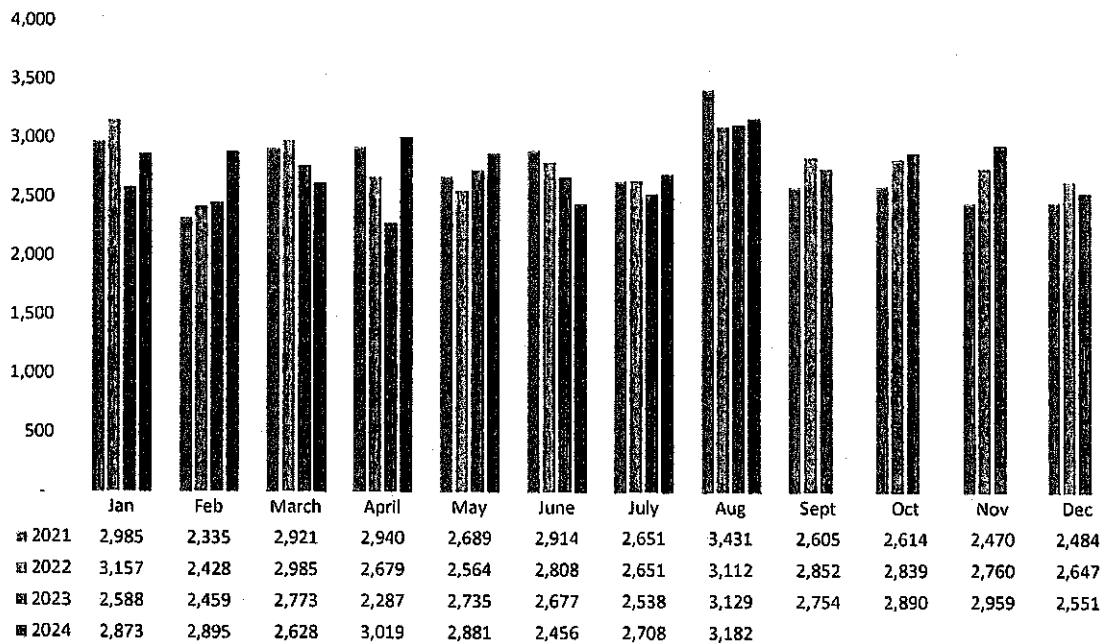
Memorial Medical Center August 2024 Census Charts

Outpatient Visits



- Clinic visits are the primary driver to outpatient gross revenue
- Outpatient visits were 2,238, or 62 less than target of 2,300
- Outpatient gross revenue was \$3.81 million on a budget of \$3.84 million

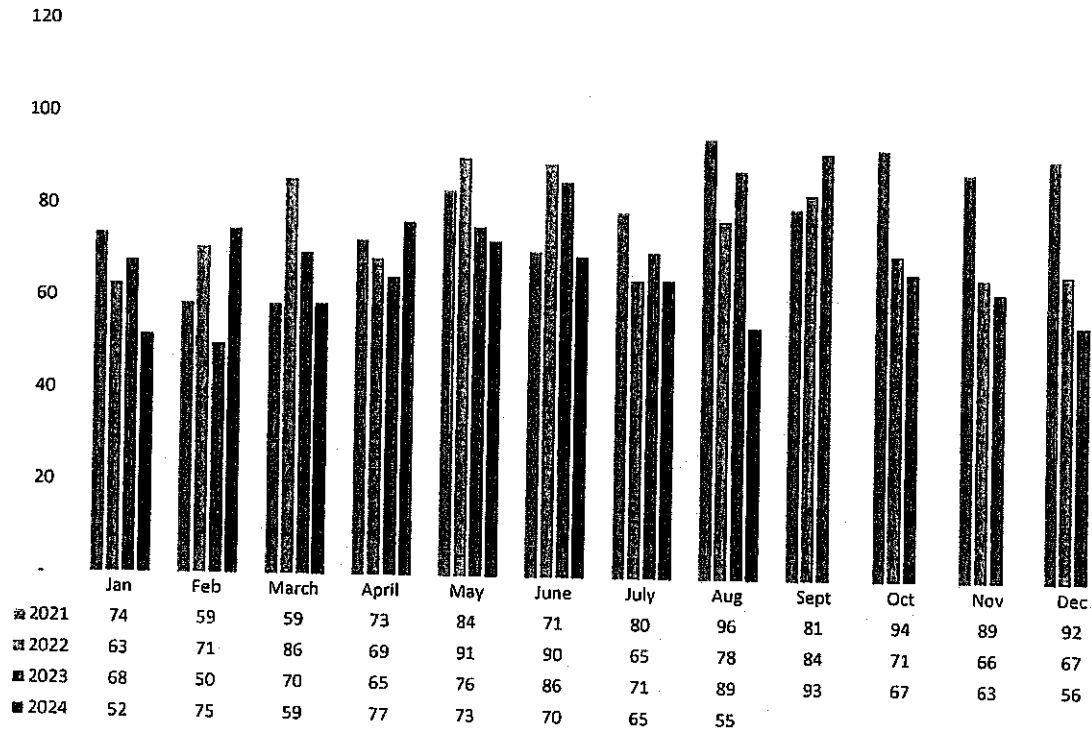
Clinic Visits



- Clinic visits were 3,182, or 318 less than target of 3,500
- Clinic gross revenue was \$609K compared to \$519K in July, a 17.4% increase in gross revenue
- Increased and sustained clinic visits at a target of 3,500 per month will produce downstream volume and would lift financial results

**Memorial Medical Center
August 2024 Downstream Statistics**

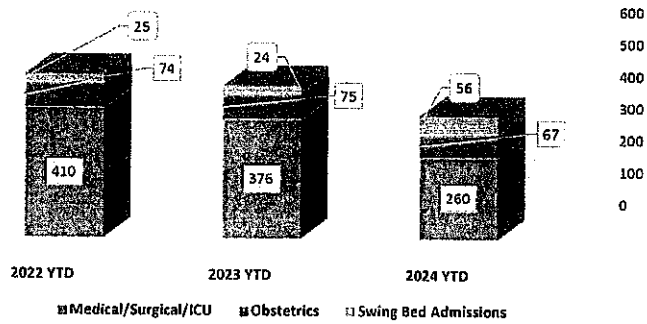
Surgery and Endoscopy Cases



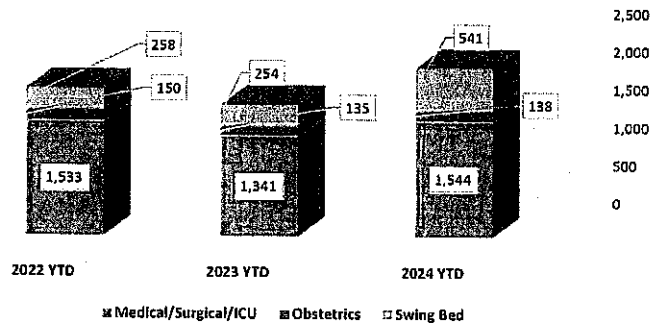
- Surgery and endoscopy cases were 55, or 27 fewer than target of 82
- Outpatient cases - 54 • Inpatient cases - 1 • C-Sections cases - 0

Memorial Medical Center Inpatient Volume Indicators

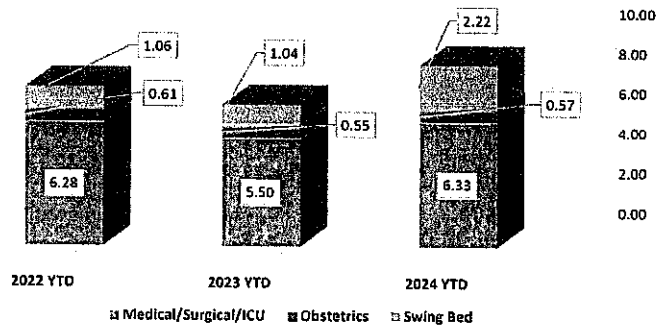
Admissions by Unit



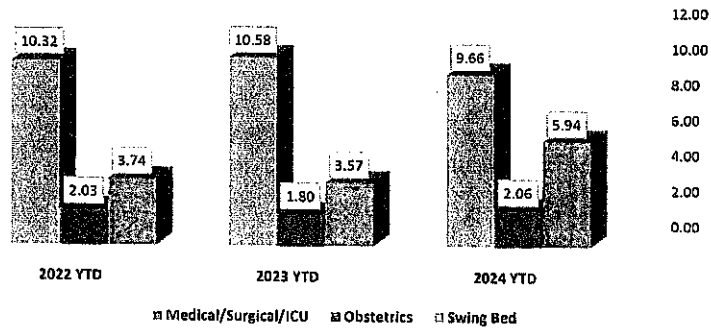
Patient Days by Unit



Average Daily Census

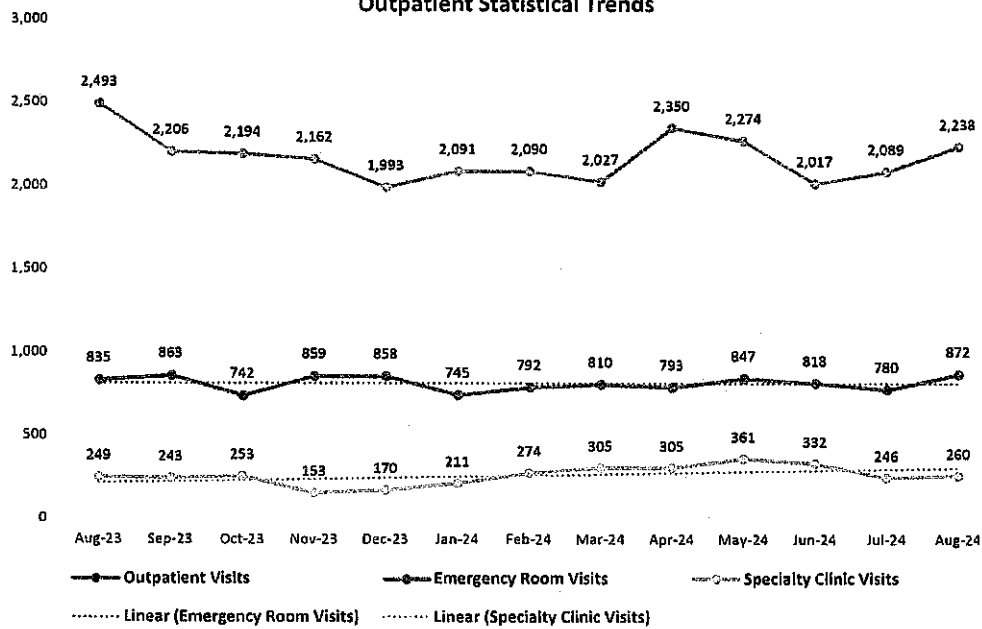


Average Length of Stay



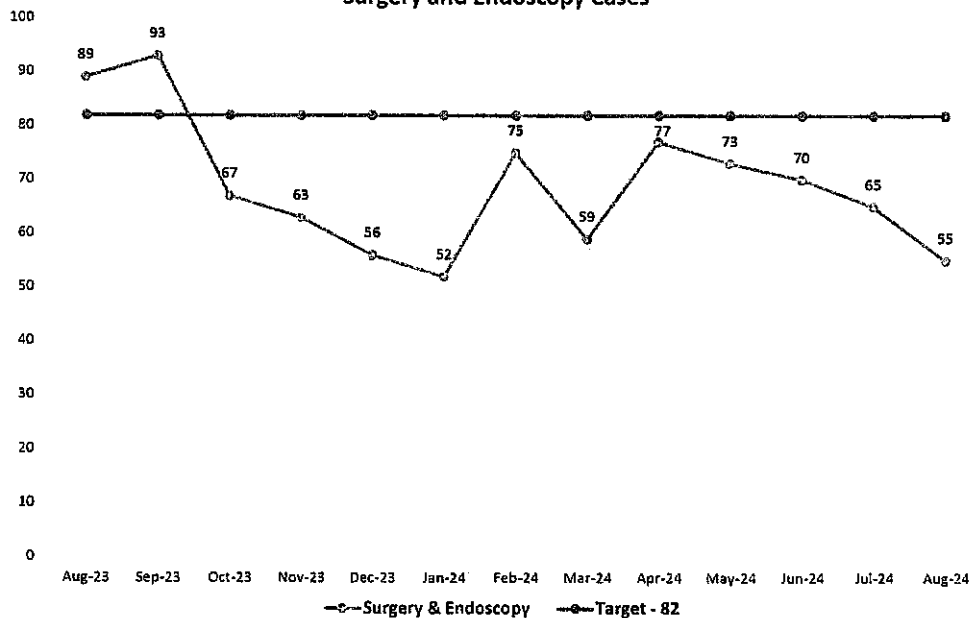
**Memorial Medical Center
Operating Statistics
13-Month Trends**

Outpatient Statistical Trends



- Outpatient, emergency room and specialty clinic visits combined were 3,370, compared to 3,115 in July
- The following key downstream statistics, Surgery, Endoscopy, Radiology, Laboratory and Rehab produce revenue for the Hospital system
- The primary driver to elevating these specific statistics is to increase Clinic visits

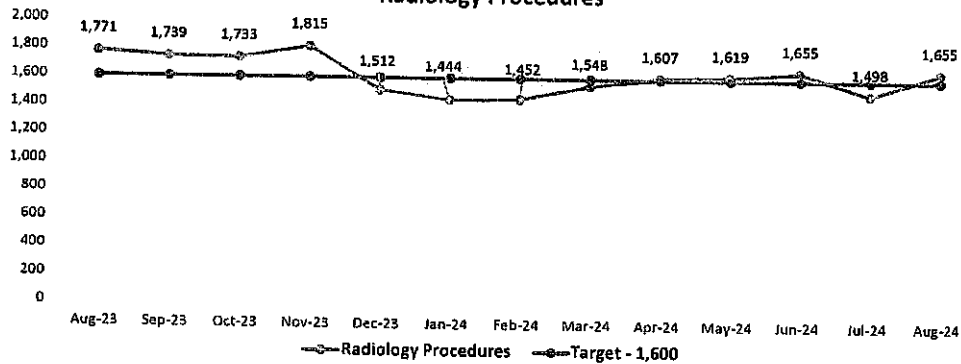
Surgery and Endoscopy Cases



- Surgery and Endoscopy cases were 55, or 27 less than target of 82

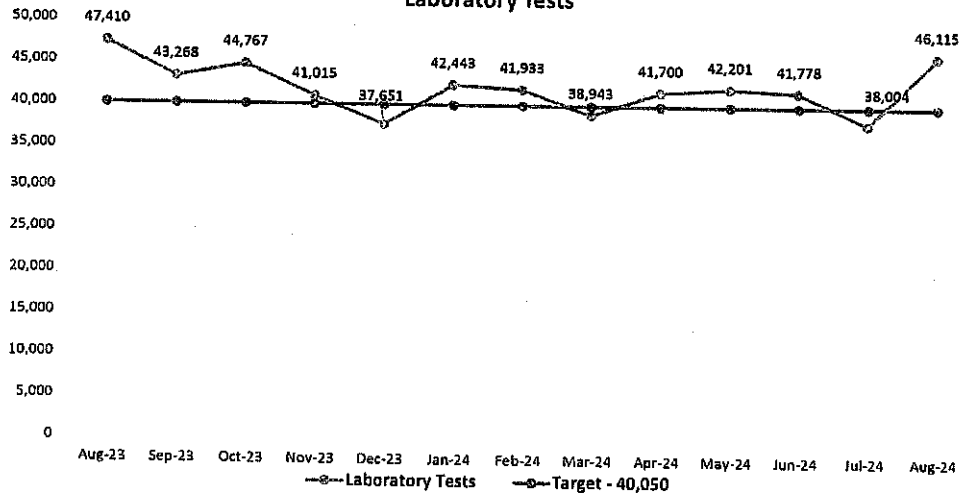
**Memorial Medical Center
Operating Statistics
13-Month Trends**

Radiology Procedures



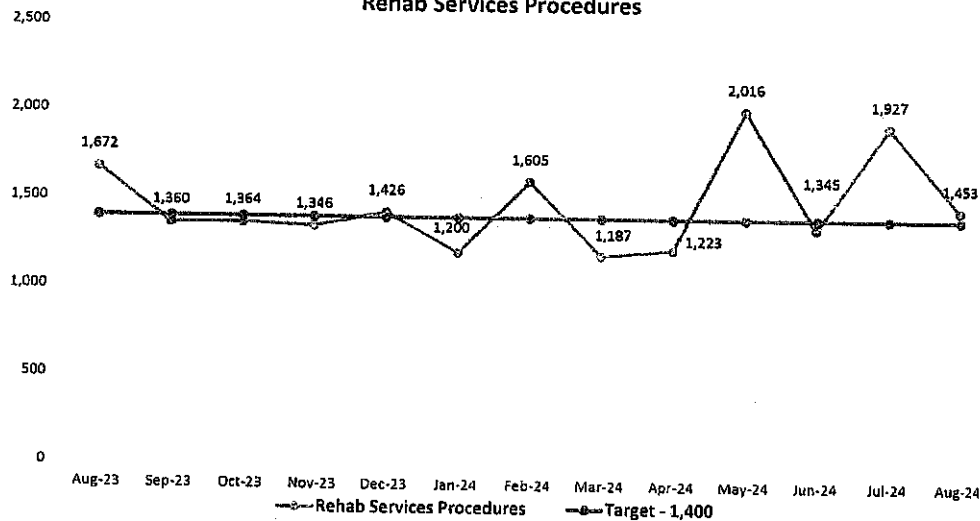
- Radiology procedures were 1,655, or 55 more than target of 1,600

Laboratory Tests



- Laboratory tests were 46,115, or 6,065 more than target of 40,050

Rehab Services Procedures



- Rehab service procedures were 1,453, or 53 more than target of 1,400

Rehab Services Breakdown:

- Physical Therapy - 1,172
- Occupational Therapy - 177
- Speech Therapy - 104

Physician Revenue 3 Year Trend Comparison

Memorial Medical Center
Physician Revenue Trend
For The Month Ended August 31, 2024, 2023, & 2022

				Amount		Amount	
	2024 YTD	2023 YTD	2022 YTD	Comparison 2024 to 2023	% Comparison 2024 to 2023	Comparison 2024 to 2022	% Comparison 2024 to 2022
Memorial Medical Center Clinic							
000966 Thao Truong	788,033	694,717	597,235	93,317	13.4%	190,799	31.9%
001367 Michael Pfeil	-	1,651	610,044	(1,651)	-100.0%	(610,044)	-100.0%
002099 Traci Shefcik	974,151	845,707	714,455	128,444	15.2%	259,696	36.3%
002927 Michael Gaines	1,116,450	1,003,193	557,812	113,257	11.3%	558,638	100.1%
011005 William Crowley	2,576,238	2,945,368	4,047,217	(369,130)	-12.5%	(1,470,979)	-36.3%
019000 Ric Arroyo-Diaz	1,534,992	1,494,986	2,033,854	40,006	2.7%	(498,862)	-24.5%
022000 Peter Rojas	-	538	276,403	(538)	-100.0%	(276,403)	-100.0%
041574 Frank Hinds	1,633,378	1,480,971	1,150,450	152,406	10.3%	482,928	42.0%
041596 Mercedes Schultzt	-	149,634	1,090,192	(149,634)	-100.0%	(1,090,192)	-100.0%
058001 Court Thurlkill	639,879	468,028	480,734	171,851	36.7%	159,145	33.1%
097445 Pete Papapetrou	-	-	-	0	0.0%	0	0.0%
100118 Joseph Jenkins	1,765,822	1,383,580	1,355,464	382,242	27.6%	410,358	30.3%
102218 Marshall Cook	-	-	1,341	0	0.0%	(1,341)	-100.0%
320001 Shanna Odonnell	1,107,799	792,676	891,713	315,123	39.8%	216,086	24.2%
041597 David Hobson	130,021	523,876	-	(393,855)	-75.2%	130,021	100.0%
310002 Tasha Norman	353,725	-	-	353,725	100.0%	353,725	100.0%
310000 Marcelina Rupley	125,010	-	-	125,010	100.0%	125,010	100.0%
001596 Shanme Martinez	51,767	-	-	51,767	100.0%	51,767	100.0%
840766 Nuila-Crouse Richard	346,855	-	-	346,855	100.0%	346,855	100.0%
985045 Chau Minh Uong	-	724,009	645,676	(724,009)	-100.0%	(645,676)	-100.0%
	13,144,120	12,508,934	14,452,589	635,186	5.1%	(1,308,469)	-9.1%
	25.1%	22.3%	27.1%	2.9%	12.8%	-2.0%	-7.2%
Hospitalist							
130006 Hospitalist	7,180,962	12,343,027	9,081,331	(5,162,066)	-41.8%	(1,900,369)	-20.9%
	7,180,962	12,343,027	9,081,331	(5,162,066)	-41.8%	(1,900,369)	-20.9%
	13.7%	22.0%	17.0%	-8.3%	-37.5%	-3.3%	-19.3%
Port Lavaca Clinic							
000983 Michael Caughron	215,625	270,601	300,308	(54,976)	-20.3%	(84,683)	-28.2%
001126 Nirtas Kwi Timu	772,622	1,050,547	1,029,850	(277,925)	-26.5%	(257,228)	-25.0%
012000 Jeannine Griffin	312,629	378,319	531,953	(65,690)	-17.4%	(219,323)	-41.2%
013001 Leigh Anne Falcon	894,138	959,243	1,055,819	(65,105)	-6.8%	(161,681)	-15.3%
050001 John Wright	1,256,662	1,203,187	1,751,261	53,475	4.4%	(494,598)	-28.2%
001668 Ibrom Destiny	224,706	207,371	197,790	17,335	8.4%	26,917	13.6%
002686 Brown Victoria	140,824	120,397	57,295	20,427	17.0%	83,529	145.8%
097121 John Clinton	199,345	229,627	358,786	(30,282)	-13.2%	(159,441)	-44.4%
	4,016,552	4,419,293	5,301,222	(402,740)	-9.1%	(1,284,669)	-24.2%
	7.7%	7.9%	9.9%	-0.2%	-2.4%	-2.3%	-22.7%
Specialty Clinic							
000548 Haresh Kumar	90,075	62,846	50,961	27,229	43.3%	39,114	76.8%
001965 George Osuchkwu	123,081	85,868	86,203	37,213	43.3%	36,878	42.8%
013000 Don Paul Bunnell	24,503	172,785	215,975	(148,282)	-85.8%	(191,472)	-88.7%
050002 John Wright (Woundcare)	733,947	349,436	-	384,511	110.0%	733,947	100.0%
059000 Kurtis Krueger	44,208	30,984	7,877	13,224	42.7%	36,331	461.2%
065005 Lam Peter	186,474	189,743	111,931	(3,269)	-1.7%	74,543	66.6%
068000 Clemmons Andrew	29,411	182,596	27,874	(153,185)	-83.9%	1,537	5.5%
525225 Azhar Malik MD	71,038	70,867	76,149	171	0.2%	(5,111)	-6.7%
001835 Smith Hannah	72,041	75,661	-	(3,620)	-4.8%	72,041	100.0%
000514 DU Yong	-	4,439	65,497	(4,439)	-100.0%	(65,497)	-100.0%
040178 Gaskin David	43,490	-	-	43,490	100.0%	43,490	100.0%
001151 Jerry Followwill	117,062	-	-	117,062	100.0%	117,062	100.0%
	1,539,584	1,231,800	642,467	307,783	25.0%	897,117	139.6%
	2.9%	2.2%	1.2%	0.7%	34.2%	1.7%	144.5%

Memorial Medical Center
Physician Revenue Trend
For The Month Ended August 31, 2024, 2023, & 2022

	2024 YTD	2023 YTD	2022 YTD	Amount Comparison 2024 to 2023	% Comparison 2024 to 2023	Amount Comparison 2024 to 2022	% Comparison 2024 to 2022
Coastal Medical Clinic							
000806 William McFarland	-	-	320	0	0.0%	(320)	-100.0%
000809 Delgado Ana	-	12,613.00	3,062	(12,613)	-100.0%	(3,062)	-100.0%
011000 McFarland, Tim R	-	36,025	111,108	(36,025)	-100.0%	(111,108)	-100.0%
	-	48,638	114,490	(48,638)	-100.0%	(114,490)	-100.0%
	0%	0%	0%	0%	-100.0%	0%	-100.0%
Independent							
310001 Cummins Michelle	61,544	161,151	201,909	(99,607)	-61.8%	(140,365)	-69.5%
	61,544	161,151	201,909	(99,607)	-61.8%	(140,365)	-69.5%
	0.1%	0.3%	0.4%	-0.2%	-59.0%	-0.3%	-68.9%
Other Medical Staff							
002372 Gerber Bernard	665,399	692,302	511,603.01	(26,903)	-3.9%	153,796	30.1%
012100 Donald Breech	222,944	304,089	441,682.07	(81,145)	-26.7%	(218,738)	-49.5%
001003 Gustave Sandigo	4,008	8,172	8,081.02	(4,164)	-51.0%	(4,073)	-50.4%
001645 Mark Yeakley	-	1,690	-	(1,690)	-100.0%	0	0.0%
807077 Nilesh Patel	2,070	1,006	397.00	1,064	105.8%	1,673	421.4%
900000 Dakshesh Parikh	5,163	26,455	35,413.00	(21,292)	-80.5%	(30,250)	-85.4%
989112 Peter Powaser	55,741	128,243	105,172.68	(72,503)	-56.5%	(49,432)	-47.0%
002205 Sanjeev Bhatia	2,280	7,626	3,473.00	(5,346)	-70.1%	(1,193)	-34.4%
001306 Jose Valladares	17,269	408,516	495,353.01	(391,247)	-95.8%	(478,084)	-96.5%
	974,874	1,578,099	1,601,175	(603,225)	-38.2%	(626,301)	-39.1%
	1.9%	2.8%	3.0%	-0.9%	-33.7%	-1.1%	-37.9%
Total E/R Physicians	18,837,182	15,685,011	14,814,986	3,152,171	20.1%	4,022,196	27.1%
	18,837,182	15,685,011	14,814,986	3,152,171	20.1%	4,022,196	27.1%
	36.0%	27.9%	27.8%	8.1%	28.9%	8.2%	29.7%
Other Ordering Physicians							
Other Ordering Physicians	6,543,264	8,167,007	7,140,260	(1,623,743)	-19.9%	(596,996)	-8.4%
	6,543,264	8,167,007	7,140,260	(1,623,743)	-19.9%	(596,996)	-8.4%
	12.5%	14.5%	13.4%	-2.0%	-14.0%	-0.9%	-6.5%
Totals	52,298,081	56,142,960	53,350,428	(3,844,879)	-6.85%	(1,052,346)	-1.97%

County Indigent Healthcare Report

PHS

Issued 09/09/24

Source Totals Report
 Calhoun Indigent Health Care
 Batch Dates 09/01/2024 through 09/01/2024
 For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	18.45	18.45
14	Mmc - Hospital Outpatient	5,817.00	3,021.81
	Expenditures	5,835.45	3,040.26
	Reimb/Adjustments		
	Grand Total	5,835.45	3,040.26
		Expenses	4,166.67
		Co Pays	< 0.00 >
			7,206.93

Erin Cleaver
 9/10/24

•IHS

Issued 09/09/24

Source Totals Report
 Calhoun Indigent Health Care
 Batch Dates 02/01/2024 through 09/01/2024
 For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	61.02	47.31
08	Rural Health Clinics	240.00	240.00
14	Mmc - Hospital Outpatient	6,969.00	3,613.07
Expenditures		7,294.90	3,925.32
Reimb/Adjustments		-24.88	24.88
Grand Total		7,270.02	3,900.44
Expenses			33,333.36
Co Pays			< 20.00 >
			37,213.80

Emin Cleverger
 9/10/24

Calhoun County Indigent Care Patient Caseload 2024

	Approved	Denied	Removed	Active	Pending
January	0	3	2	1	7
February	0	3	0	1	5
March	0	4	0	1	4
April	1	0	0	2	0
May	1	6	0	3	0
June	0	1	0	3	2
July	0	1	1	2	2
August	0	0	0	3	2
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
YTD	2	18	3	16	22

Monthly Avg 0 2 0 1 2

December 2023 Active 4

Number of Charity patients 221
 Number of Charity patients below 50% FPL 122
 Number of Charity patients who meet State Indigent Guidelines 112

Calhoun County Pharmacy Assistance Patient Caseload 2024

	Approved	Refills	Removed	Active	Value
January	6	18	0	7	\$9,662.15
February	0	0	0	10	\$0.00
March	3	9	0	17	\$8,345.67
April	5	15	0	20	\$8,332.53
May	5	15	0	22	\$13,588.44
June	1	3	0	26	\$3,567.00
July	2	6	0	28	\$2,872.47
August	1	3	0	29	\$1,706.64
September	0	0	0	0	\$0.00
October	0	0	0	0	\$0.00
November	0	0	0	0	\$0.00
December	0	0	0	0	\$0.00
YTD PATIENT SAVINGS					\$48,074.90

Monthly Avg 2 6 - 13 \$4,006.24

December 2023 Active 36

Erin
Cog
 9/10/24

Cash Flow Projections

Memorial Medical Center 7 Month Cash Flow Projection

	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25
Cash On Hand - Operating & Money Market (Beginning of Month)	\$ 4,324,320	\$ 5,093,129	\$ 4,776,383	\$ 4,175,883	\$ 285,682	\$ 1,574,377	\$ 749,877
CASH INFLOWS:							
Cash AR Receipts - Hospital	\$ 2,385,000	\$ 2,385,000	\$ 2,385,000	\$ 2,385,000	\$ 2,385,000	\$ 2,385,000	\$ 2,385,000
Cash AR Receipts - Clinic	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000
Other							
Cafeteria	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500
340B	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000
Bank Interest Earned	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
Rural Hospital Financial Stabilization Grant	\$ 250,000						
Nursing / Clinic Grant Money							
TOTAL Operating Cash Activity	\$ 3,215,500	\$ 2,965,500	\$ 2,965,500	\$ 2,965,500	\$ 2,965,500	\$ 2,965,500	\$ 2,965,500
Disproportionate Share Hospital (DSH)		\$ 851,261					
Uncompensated Care (UC)	\$ 798,809						
RAPPS / CHIRP	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
QIPP	\$ 544,500	\$ -	\$ -	\$ -	\$ 2,284,195	\$ -	\$ -
TOTAL Supplemental Activity	\$ 1,353,309	\$ 861,261	\$ 10,000	\$ 10,000	\$ 2,294,195	\$ 10,000	\$ 10,000
Total Cash Inflow	\$ 4,568,809	\$ 3,826,761	\$ 2,975,500	\$ 2,975,500	\$ 5,259,695	\$ 2,975,500	\$ 2,975,500
CASH OUTFLOWS:							
Operating Expenses					3 Pay Periods		
Accounts Payable	\$ (2,253,000)	\$ (2,253,000)	\$ (2,253,000)	\$ (2,253,000)	\$ (2,253,000)	\$ (2,253,000)	\$ (2,253,000)
Payroll	\$ (780,000)	\$ (780,000)	\$ (780,000)	\$ (780,000)	\$ (1,175,000)	\$ (780,000)	\$ (780,000)
Payroll Taxes	\$ (387,000)	\$ (258,000)	\$ (258,000)	\$ (258,000)	\$ (258,000)	\$ (387,000)	\$ (258,000)
Retirement	\$ (290,000)	\$ (195,000)	\$ (195,000)	\$ (195,000)	\$ (195,000)	\$ (290,000)	\$ (195,000)
340B	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)
Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MMC New Equipment Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MMC New Equipment Purchases-2023	\$ (40,000)	\$ (40,000)	\$ (40,000)	\$ (40,000)	\$ (40,000)	\$ (40,000)	\$ (40,000)
TOTAL Operating Activity	\$ (3,800,000)	\$ (3,576,000)	\$ (3,576,000)	\$ (3,576,000)	\$ (3,971,000)	\$ (3,800,000)	\$ (3,576,000)
Disproportionate Share Hospital (DSH)		\$ (567,507)					
Uncompensated Care (UC)							
RAPPS - \$0.00, CHIRP - \$0.00							
QIPP Semi-annual and Reconciliations Pymts.				\$ (3,289,701)			
TOTAL Supplemental Activity	\$ -	\$ (567,507)	\$ -	\$ (3,289,701)	\$ -	\$ -	\$ -
TOTAL CASH PAID OUT	\$ (3,800,000)	\$ (4,143,507)	\$ (3,576,000)	\$ (6,865,701)	\$ (3,971,000)	\$ (3,800,000)	\$ (3,576,000)
Cash Increase (Decrease)	\$ 768,809	\$ (316,746)	\$ (600,500)	\$ (3,890,201)	\$ 1,288,695	\$ (824,500)	\$ (600,500)
Loan Additional Borrowing (Repayment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash on Hand (End of Month)	\$ 5,093,129	\$ 4,776,383	\$ 4,175,883	\$ 285,682	\$ 1,574,377	\$ 749,877	\$ 149,377
Cumulative Borrowed From County	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000

MEMORIAL MEDICAL CENTER
CHECK REGISTER: 08-01-24 THRU 08-31-2024

<u>BANK CODE</u>	<u>CK #</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>NOTES</u>
A/P	205355	8/28/2024	748.93	ACE HARDWARE 15521	VARIOUS DEPT EXPENSES
A/P	205193	8/14/2024	1,400.00	ACUTE CARE INC	RFID FEE
A/P	205356	8/28/2024	58.43	ADT COMMERCIAL	FIRE MONITORING
A/P	205115	8/7/2024	664.53	ADVANCED STERILIZATION PRODUCT	SUPPLIES
A/P	205275	8/21/2024	879.90	ADVANCED STERILIZATION PRODUCT	SUPPLIES
A/P	205357	8/28/2024	432.73	ADVANCED STERILIZATION PRODUCT	SUPPLIES
A/P	205177	8/7/2024	169.40	AETNA SENIOR SUPPLEMENT	PATIENT REFUND
A/P	205178	8/7/2024	648.20	AETNA SENIOR SUPPLEMENT	PATIENT REFUND
A/P	205116	8/7/2024	4,169.69	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	205194	8/14/2024	3,886.93	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	205276	8/21/2024	585.23	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	205117	8/7/2024	1,173.73	ALIMED INC.	MEDICAL SUPPLIES
A/P	205449	8/28/2024	357.57		PATIENT REFUND
A/P	205118	8/7/2024	568.50	ALPHA TEC SYSTEMS INC	LABORATORY SUPPLIES
A/P	205358	8/28/2024	142.76	ALPHA TEC SYSTEMS INC	LABORATORY SUPPLIES
A/P	205119	8/7/2024	991.19	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES
A/P	205195	8/14/2024	437.96	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES
A/P	205277	8/21/2024	76.89	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES
A/P	205359	8/28/2024	744.62	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES
A/P	205360	8/28/2024	780.67	AMERICAN CATHETER CORPORATION	SURGICAL SUPPLIES
A/P	205361	8/28/2024	540.00	AMERICAN TRAUMA SOCIETY	TPS COURSE
A/P	500625	8/2/2024	2,228.15	AMERISOURCE	340B EXPENSE
A/P	500627	8/9/2024	10,757.16	AMERISOURCE	340B EXPENSE
A/P	500629	8/16/2024	6,259.36	AMERISOURCE	340B EXPENSE
A/P	500631	8/23/2024	3,155.74	AMERISOURCE	340B EXPENSE
A/P	500633	8/30/2024	12,845.62	AMERISOURCE	340B EXPENSE
A/P	205196	8/14/2024	127.85	AMERISOURCEBERGEN DRUG CORP	PHARMACY INVENTORY
A/P	205278	8/21/2024	740.00	AMERISOURCEBERGEN DRUG CORP	PHARMACY INVENTORY
A/P	205362	8/28/2024	750.00	AMERITEX ELEVATOR SERVICES INC	MONTHLY ELEVATOR MAINTENANCE
A/P	205450	8/28/2024	83.61		PATIENT REFUND
A/P	205363	8/28/2024	60.00	APRIL KUBALA	*CERTIFICATION
A/P	205120	8/7/2024	60.50	AQUA BEVERAGE COMPANY	WATER
A/P	205121	8/7/2024	330.00	ARTHREX, INC	ORTHO SUPPLIES
A/P	205279	8/21/2024	7.84	ASD HEALTHCARE	340B EXPENSE
A/P	205179	8/7/2024	124.00	ASSET PROTECTION UNIT	PATIENT REFUND
A/P	901289	8/2/2024	32.50	AUTHNET GATEWAY	3rd PARTY PAYOR FEE
A/P	205122	8/7/2024	7,327.74	AUTHORITYRX, LLC	340B EXPENSE
A/P	205364	8/28/2024	11,511.53	AUTHORITYRX, LLC	340B EXPENSE
A/P	205458	8/28/2024	9,372.84	AUTHORITYRX, LLC	340B EXPENSE
A/P	205123	8/7/2024	594.00	AZALEA HEALTH	EHR PROCESSING FEES
A/P	205180	8/7/2024	50.00		PATIENT REFUND
A/P	205366	8/28/2024	8,525.81	BAXTER HEALTHCARE	MEDICAL/NURSING SUPPLIES
A/P	205197	8/14/2024	828.06	BAYER HEALTHCARE	MEDICAL/CT SUPPLIES
A/P	205124	8/7/2024	16,978.45	BECKMAN COULTER INC	LABORATORY SUPPLIES
A/P	205198	8/14/2024	4,996.72	BECKMAN COULTER INC	LABORATORY SUPPLIES
A/P	205280	8/21/2024	15,170.62	BECKMAN COULTER INC	LABORATORY SUPPLIES
A/P	205368	8/28/2024	26,457.63	BECKMAN COULTER INC	LABORATORY SUPPLIES
A/P	205125	8/7/2024	211.50	BEEKLEY CORPORATION	RADIOLOGY SUPPLIES
A/P	205126	8/7/2024	1,339.78	BIO-RAD LABORATORIES, INC	DIAGNOSTIC SUPPLIES
A/P	205199	8/14/2024	2,125.78	BIO-RAD LABORATORIES, INC	DIAGNOSTIC SUPPLIES
A/P	205281	8/21/2024	889.16	BIO-RAD LABORATORIES, INC	DIAGNOSTIC SUPPLIES
A/P	205282	8/21/2024	47.75	BLUE CROSS BLUE SHIELD REFUND	INSURANCE REFUND
A/P	205200	8/14/2024	152.90	BRIGGS HEALTHCARE	ER REGISTER BOOK
A/P	205283	8/21/2024	168.00	CABLES AND SENSORS	MEDICAL SUPPLIES
A/P	205369	8/28/2024	364.00	CABLES AND SENSORS	MEDICAL SUPPLIES
A/P	205127	8/7/2024	28.18	CALHOUN COUNTY	FUEL
A/P	205284	8/21/2024	42,278.04	CALHOUN COUNTY	ELECTRICITY
A/P	205285	8/21/2024	955.69	CAPITAL ONE	VARIOUS DEPT EXPENSES
A/P	205201	8/14/2024	845.39	CARDINAL HEALTH 414, INC.	MEDICAL SUPPLIES
A/P	205370	8/28/2024	703.73	CARDINAL HEALTH 414, INC.	MEDICAL SUPPLIES
A/P	205371	8/28/2024	1,790.00	CAREFUSION SOLUTIONS, LLC	SURGICAL INVENTORY
A/P	205202	8/14/2024	775.74	CARESFIELD	MEDICAL SUPPLIES
A/P	205203	8/14/2024	12,830.00	CARRIER CORPORATION	CHILLER LEASE
A/P	205128	8/7/2024	891.22	CDW GOVERNMENT, INC.	IT SUPPLIES / EQUIPMENT
A/P	205204	8/14/2024	449.36	CDW GOVERNMENT, INC.	IT SUPPLIES / EQUIPMENT
A/P	205372	8/28/2024	6,158.27	CDW GOVERNMENT, INC.	IT SUPPLIES / EQUIPMENT
A/P	205129	8/7/2024	38.80	CENTRAL DRUG	PHARMACY INVENTORY
A/P	205205	8/14/2024	1,650.00	CERVEY, LLC	LICENSE FEE
A/P	205190	8/7/2024	120.00		PATIENT REFUND
A/P	205373	8/28/2024	593.69	CHEMAQUA	WATER TREATMENT
A/P	205286	8/21/2024	61,950.26	CITIZENS MEDICAL CENTER	ANESTHESIA SERVICES
A/P	205374	8/28/2024	748.38	CITY OF PORT LAVACA	UTILITIES - WATER
A/P	205287	8/21/2024	348.00	CLARITY ENROLLMENT SOLUTIONS	HR-EMPLOYEE BENEFIT ENROLLMENT
A/P	205206	8/14/2024	1,247.33	CLEARFLY	TELEPHONE
A/P	205207	8/14/2024	35,042.00	CLINICAL COMPUTER SYSTEMS INC	OBIX SYSTEM MAINTENANCE
A/P	205131	8/7/2024	229.43	CMT MEDICAL	MEDICAL SUPPLIES

<u>BANK CODE</u>	<u>CK #</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>NOTES</u>
A/P	205208	8/14/2024	1,164.50	COCA COLA SOUTHWEST BEVERAGES	BEVERAGES
A/P	205375	8/28/2024	60.00	COLONIAL PENN LIFE INSURANCE	PATIENT REFUND
A/P	205132	8/7/2024	501.72	COMBINED INSURANCE	PAYROLL DEDUCT
A/P	205133	8/7/2024	1,300.47	COOPER SURGICAL INC	SURGICAL SUPPLIES
A/P	205209	8/14/2024	457.39	COOPER SURGICAL INC	SURGICAL SUPPLIES
A/P	205288	8/21/2024	2,371.80	CORROHEALTH, INC.	CODING SERVICES
A/P	205181	8/7/2024	336.15	COTIVITI	PURCHASED SERVICES
A/P	205182	8/7/2024	373.90	COTIVITI	PURCHASED SERVICES
A/P	205376	8/28/2024	1,500.00	COURTNE THURLKILL	CME TRAVEL REIMBURSEMENT
A/P	205377	8/28/2024	643.00	CROSSROADS MECHANICAL, INC	PLANT OPERATIONS - CLINIC
A/P	205289	8/21/2024	33,001.79	CULINARY CONCESSIONS LLC	DIETARY SERVICES
A/P	205210	8/14/2024	946.47	CULLIGAN ULTRAPURE INC.	WATER
A/P	205134	8/7/2024	731.62	CUSTOMIZED COMMUNICATION INC	GUIDE - MMC CLINIC
A/P	205378	8/28/2024	419.00	CYGNUS MEDICAL LLC	SURGICAL SUPPLIES
A/P	205379	8/28/2024	431.34	CYRACOM LLC	INTERPRETATION SERVICES
A/P	205135	8/7/2024	7,815.19	DANA GONZALEZ MD	OB SERVICES
A/P	205380	8/28/2024	446.60	DAWN MAREK	TRAVEL EXPENSES
A/P	205183	8/7/2024	163.17		PATIENT REFUND
A/P	205290	8/21/2024	733.52	DETAR HOSPITAL	LABORATORY SERVICES
A/P	205136	8/7/2024	1,422.89	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	205211	8/14/2024	512.29	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	205291	8/21/2024	392.69	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	205381	8/28/2024	225.99	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	205212	8/14/2024	19,166.67	DIAMOND HEALTHCARE CORP	PURCHASED SERVICES-BEHAVIORAL HEALTH
A/P	205292	8/21/2024	31,144.58	DIAMOND HEALTHCARE CORP	PURCHASED SERVICES-BEHAVIORAL HEALTH
A/P	205382	8/28/2024	489.85	DIRECTV ENTERTAINMENT HOLDINGS	TELEVISION SERVICES
A/P	205213	8/14/2024	170,052.17	DISCOVERY MEDICAL NETWORK INC	PHYSICIAN SERVICES
A/P	205383	8/28/2024	74,658.88	DISCOVERY MEDICAL NETWORK INC	PHYSICIAN SERVICES
A/P	205293	8/21/2024	2,255.10	DOOR CONTROL SERVICES, INC	PLANT SERVICES REPAIR/SUPPLIES
A/P	205137	8/7/2024	870.00	DOWELL PEST CONTROL	PEST CONTROL
A/P	205384	8/28/2024	40.00	DOWELL PEST CONTROL	PEST CONTROL
A/P	205214	8/14/2024	0.00	DR JOHN CLINTON	OB SERVICES
A/P	205215	8/14/2024	1,500.00	DR. TIMU KWI	OB SERVICES
A/P	205385	8/28/2024	808.50	DUTCH OPHTHALMIC USA	PHARMACY INVENTORY
A/P	205294	8/21/2024	476.75	ECLINICAL WORKS LLC	EMR
A/P	800575	8/22/2024	481.25	ECLINICALWORKS	EMR
A/P	205295	8/21/2024	220.00	ECOLAB	DIETARY RENTAL FEES - DISHWASHER
A/P	205216	8/14/2024	325.47	EITAN GROUP NORTH AMERICA, INC	INFUSION SUPPLIES
A/P	205386	8/28/2024	221.27	EITAN GROUP NORTH AMERICA, INC	INFUSION SUPPLIES
A/P	205387	8/28/2024	40,062.50	EMERGENCY STAFFING SOLUTIONS	PHYSICIAN SERVICES
A/P	205217	8/14/2024	10.99	EQUIFAX WORKFORCE SOLUTIONS	SERV FEE ANCILLARY
A/P	205138	8/7/2024	1,366.47	EVOQUA WATER TECHNOLOGIES LLC	CONTRACT/ FILTER/ SUPPLIES
A/P	800564	8/2/2024	570.69	EXPERTPAY	CHILD SUPPORT
A/P	800572	8/16/2024	570.69	EXPERTPAY	CHILD SUPPORT
A/P	800582	8/30/2024	570.69	EXPERTPAY	CHILD SUPPORT
A/P	901298	8/6/2024	32.45	FDMS	CC MACHINE LEASE
A/P	901305	8/5/2024	181.77	FDMS	CC MACHINE LEASE
A/P	901306	8/5/2024	45.64	FDMS	CC MACHINE LEASE
A/P	901307	8/5/2024	75.67	FDMS	CC MACHINE LEASE
A/P	901310	8/15/2024	40.03	FDMS	CC MACHINE LEASE
A/P	901311	8/15/2024	80.06	FDMS	CC MACHINE LEASE
A/P	901312	8/15/2024	45.64	FDMS	CC MACHINE LEASE
A/P	901313	8/15/2024	120.09	FDMS	CC MACHINE LEASE
A/P	205218	8/14/2024	3,631.39	FIRST INSURANCE FUNDING	HOSPITAL INSURANCE
A/P	205388	8/28/2024	3,812.96	FIRST INSURANCE FUNDING	HOSPITAL INSURANCE
A/P	205139	8/7/2024	15,400.76	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	205219	8/14/2024	5,386.58	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	205296	8/21/2024	10,701.07	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	205389	8/28/2024	11,977.57	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	205140	8/7/2024	26,250.00	FORVIS	AUDITING FEES
A/P	205220	8/14/2024	17,430.00	FORVIS	AUDITING FEES
A/P	205221	8/14/2024	220.18	FRONTIER	TELEPHONE
A/P	205222	8/14/2024	7,908.33	FUJI FILM	VERTEX
A/P	205390	8/28/2024	879.58	FUSION CONNECT	PHONE SERVICE
A/P	205297	8/21/2024	4,610.52	GE HEALTHCARE FIN SRVS	EQUIPMENT LEASE
A/P	205298	8/21/2024	12,041.35	GE PRECISION HEALTHCARE, LLC	EQUIP LEASE & MED SUPPLIES
A/P	205391	8/28/2024	2,088.63	GE PRECISION HEALTHCARE, LLC	EQUIP LEASE & MED SUPPLIES
A/P	205223	8/14/2024	3,793.18	GLOBAL INDUSTRIAL	DIETARY SUPPLIES
A/P	205392	8/28/2024	431.87	GRACE FLOORING AND GLASS	FLOOR INSTALL
A/P	205224	8/14/2024	177.60	GRAINGER	PLANT SERVICES SUPPLIES
A/P	205299	8/21/2024	30.40	GRAINGER	PLANT SERVICES SUPPLIES
A/P	205393	8/28/2024	1,706.33	GRAINGER	PLANT SERVICES SUPPLIES
A/P	205300	8/21/2024	10,397.34	GREAT AMERICA FINANCIAL SVCS	COPIER LEASE
A/P	205141	8/7/2024	350.00	GUERBET, LLC	LAB SUPPLIES
A/P	205225	8/14/2024	350.00	GUERBET, LLC	LAB SUPPLIES
A/P	205226	8/14/2024	50.00	GULF COAST DELIVERY	REPORTS/ SLIDES
A/P	205142	8/7/2024	992.30	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES
A/P	205227	8/14/2024	629.40	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES
A/P	205301	8/21/2024	1,817.35	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES

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A/P	901315	8/14/2024	60.36	HARLAND CLARKE	MMC CHECKS
A/P	205184	8/7/2024	641.55		PATIENT REFUND
A/P	205394	8/28/2024	140.14	HEALTH CARE LOGISTICS INC	PHARMACY SUPPLIES
A/P	205228	8/14/2024	3,400.00	HEALTH SOLUTIONS DIETETICS	DIETARY SERVICES
A/P	205302	8/21/2024	3,400.00	HEALTH SOLUTIONS DIETETICS	DIETARY SERVICES
A/P	205395	8/28/2024	119.50	HEALTHCARE CODING & CONSULTING	PRO CLINIC AUDIT/ CHARTS
A/P	800569	8/5/2024	1,322.83	HEALTH EQUITY	EMPLOYEE DEDUCTIONS/EMPLOYER CONTRIBUTIONS HSA
A/P	800571	8/16/2024	1,347.83	HEALTH EQUITY INC	EMPLOYEE DEDUCTIONS/EMPLOYER CONTRIBUTIONS HSA
A/P	205303	8/21/2024	71.85	HEB CREDIT RECEIVABLES DEPT308	FOOD SUPPLIES
A/P	205304	8/21/2024	573.53	HEWLETT-PACKARD	RENTAL/DOCUMENTATION FEE
A/P	205396	8/28/2024	573.53	HEWLETT-PACKARD	RENTAL/DOCUMENTATION FEE
A/P	205397	8/28/2024	5,000.00	HHSC	INSPECTION FEE
A/P	205305	8/21/2024	448.75	HOBBY LOBBY	HOSPITAL RENOVATION
A/P	205229	8/14/2024	234.00	HOLLAND & KNIGHT LLP	LEGAL SERVICES
A/P	205230	8/14/2024	236.25	HOLOGIC INC	RADIOLOGY SUPPLIES
A/P	205398	8/28/2024	23,663.00	HOSPITAL CARE CONSULTANTS INC.	PHYSICIAN SERVICES
A/P	800567	8/9/2024	15,771.50	HPHG CLAIMS	EMPLOYEE HEALTH INSURANCE CLAIMS
A/P	800568	8/6/2024	22,842.00	HPHG CLAIMS	EMPLOYEE HEALTH INSURANCE CLAIMS
A/P	800563	8/2/2024	64,772.71	HPHG LLC	EMPLOYEE HEALTH INSURANCE PREMIUMS
A/P	800574	8/22/2024	20,130.00	HPHG LLC	EMPLOYEE HEALTH INSURANCE CLAIMS
A/P	800577	8/21/2024	42,413.10	HPHG LLC	EMPLOYEE HEALTH INSURANCE CLAIMS
A/P	800578	8/21/2024	27,504.59	HPHG LLC	EMPLOYEE HEALTH INSURANCE CLAIMS
A/P	205399	8/28/2024	54.06	HUMANA	REFUND
A/P	205306	8/21/2024	14,936.01	HUNTER PHARMACY SERVICES	PAYROLL
A/P	205185	8/7/2024	17.00		PATIENT REFUND
A/P	205307	8/21/2024	736.56	INOVALON PROVIDER INC.	SCHEDULING SERVICE
A/P	205231	8/14/2024	1,187.69	IRON MOUNTAIN	SHREDDING
A/P	800570	8/5/2024	114,926.23	IRS USATAX PYMT	PAYROLL TAXES
A/P	800579	8/20/2024	1,222.67	IRS USATAX PYMT	PAYROLL TAXES
A/P	800581	8/19/2024	115,420.08	IRS USATAX PYMT	PAYROLL TAXES
A/P	800583	8/26/2024	177.42	IRS USATAX PYMT	PAYROLL TAXES
A/P	205143	8/7/2024	62,231.87	ITA RESOURCES INC	RESPIRATORY PROF FEES
A/P	205232	8/14/2024	250.00	ITERSOURCE CORPORATION	MONTHLY SUPPORT
A/P	205400	8/28/2024	2,775.00	ITERSOURCE CORPORATION	MONTHLY SUPPORT
A/P	205186	8/7/2024	82.78		PATIENT REFUND
A/P	205308	8/21/2024	9,000.00	JINDAL X LLC	REVENUE CYCLE MANAGEMENT
A/P	205233	8/14/2024	3,000.00	JOHN B WRIGHT LLC	PHYSICIAN SERVICES - PEDIATRIC
A/P	205309	8/21/2024	0.94		PATIENT REFUND
A/P	205234	8/14/2024	1,976.25	KCI USA	SURGICAL SUPPLIES
A/P	205310	8/21/2024	1,070.08	KCI USA	SURGICAL SUPPLIES
A/P	205401	8/28/2024	5,270.00	KCI USA	SURGICAL SUPPLIES
A/P	205311	8/21/2024	36.29	LABCORP OF AMERICA HOLDINGS	LABORATORY SERVICES
A/P	205312	8/21/2024	888.01	LOWE'S BUSINESS ACCT/SYNCR	MISCELLANEOUS SUPPLIES
A/P	205144	8/7/2024	895.00	M G TRUST	PAYROLL DEDUCT
A/P	205235	8/14/2024	895.00	M G TRUST	PAYROLL DEDUCT
A/P	205313	8/21/2024	895.00	M G TRUST	PAYROLL DEDUCT
A/P	205402	8/28/2024	500.00	MANAGED CARE PARTNERS INC.	PROFESSIONAL FEES
A/P	205187	8/7/2024	15.77		PATIENT REFUND
A/P	205145	8/7/2024	1,699.58	MARIA TORRES	OB SERVICES
A/P	205188	8/7/2024	0.00		PATIENT REFUND
A/P	205451	8/28/2024	20.00		PATIENT REFUND
A/P	500628	8/6/2024	3,278.43	MCKESSON	340 B EXPENSE
A/P	500630	8/13/2024	8,341.07	MCKESSON	340 B EXPENSE
A/P	500632	8/20/2024	10,708.30	MCKESSON	340 B EXPENSE
A/P	500634	8/27/2024	10,984.66	MCKESSON	340 B EXPENSE
A/P	205146	8/7/2024	1,931.57	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	205314	8/21/2024	2,944.96	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	205403	8/28/2024	4,314.82	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	205236	8/14/2024	129.19	MEDICAL DATA SYSTEMS, INC.	BUSINESS SERVICES
A/P	205315	8/21/2024	7,853.02	MEDICAL DATA SYSTEMS, INC.	BUSINESS SERVICES
A/P	205404	8/28/2024	5,011.70	MEDICAL TECHNOLOGY ASSOCIATES	PLANT SERVICES-MED EQUIP MAINT
A/P	205405	8/28/2024	9.97	MEDIMPACT HEALTHCARE SYS, INC.	INDIGENT HEALTHCARE
A/P	205147	8/7/2024	4,346.30	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	205239	8/14/2024	17,191.92	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	205317	8/21/2024	15,722.50	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	205408	8/28/2024	11,657.82	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	205148	8/7/2024	6,629.72	MELISSA WILSON MD	OB SERVICES
A/P	205149	8/7/2024	14.50	MEMORIAL MEDICAL CENTER	PETTY CASH
A/P	205318	8/21/2024	14.50	MEMORIAL MEDICAL CENTER	PETTY CASH
A/P	205150	8/7/2024	65.00	MEMORIAL MEDICAL CLINIC	PAYROLL DEDUCTIONS
A/P	205319	8/21/2024	119.00	MEMORIAL MEDICAL CLINIC	PAYROLL DEDUCTIONS
A/P	205189	8/7/2024	131.75		PATIENT REFUND
A/P	901300	8/5/2024	181.74	MERCHANT BANK CD INTERC	CREDIT CARD PROCESSING FEE
A/P	901303	8/5/2024	335.52	MERCHANT BANKCD DISCOUN	CREDIT CARD PROCESSING FEE
A/P	901304	8/5/2024	19.95	MERCHANT BANKCD DISCOUN	CREDIT CARD PROCESSING FEE
A/P	901301	8/5/2024	171.46	MERCHANT BANKCD FEE	CREDIT CARD PROCESSING FEE
A/P	901302	8/5/2024	9.95	MERCHANT BANKCD FEE	CREDIT CARD PROCESSING FEE
A/P	205320	8/21/2024	249.08	MICHAEL CHAVANA	REIMBURSEMENT
A/P	205409	8/28/2024	599.24	MMC AUXILIARY GIFT SHOP	PAYROLL DEDUCT

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A/P	205151	8/7/2024	22,988.90	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	205322	8/21/2024	13,715.57	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	205412	8/28/2024	24,218.68	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	205452	8/28/2024	2,000.00		PATIENT REFUND
A/P	205323	8/21/2024	295.35	MXR IMAGING, INC	IMAGING SUPPLIES
A/P	205240	8/14/2024	131.95	NACOGDOCHES TRANSCRIPTION	TRANSCRIPTION
A/P	205413	8/28/2024	220.50	NACOGDOCHES TRANSCRIPTION	TRANSCRIPTION
A/P	205414	8/28/2024	2,513.20	NATIONAL FARM LIFE INSURANCE	PAYROLL DEDUCT INSURANCE
A/P	205415	8/28/2024	6,392.00	NEOGENOMICS LABORATORIES	LAB SERVICES
A/P	700137	8/8/2024	3,650,000.00	NEXBANK	TRANSFER FROM OPERATING ACCT TO MONEY MKT ACCT
A/P	205152	8/7/2024	225.00	NFPA	NATIONAL FIRE PROTECTION ASSOC MEMBERSHIP RENEWAL
A/P	205459	8/28/2024	50.00		PATIENT REFUND
A/P	205241	8/14/2024	1,974.38	NOVA BIOMEDICAL	LABORATORY SUPPLIES
A/P	205242	8/14/2024	51,498.00	NOVITAS SOLUTIONS - PART A	MEDICARE PART B PAYMENT
A/P	205324	8/21/2024	486.68	OCCUPRO LLC	PROVIDER LICENSE
A/P	205453	8/28/2024	50.00		PATIENT REFUND
A/P	205325	8/21/2024	1,125.00	OLYMPUS AMERICA INC	SURGICAL SUPPLIES
A/P	205416	8/28/2024	1,584.89	OLYMPUS AMERICA INC	SURGICAL SUPPLIES
A/P	205153	8/7/2024	651.89	ORTHO CLINICAL DIAGNOSTICS	LABORATORY SUPPLIES
A/P	205417	8/28/2024	913.15	ORTHO CLINICAL DIAGNOSTICS	LABORATORY SUPPLIES
A/P	205154	8/7/2024	25.76	OWENS & MINOR	MEDICAL SUPPLIES
A/P	205460	8/28/2024	14.70		PATIENT REFUND
A/P	205326	8/21/2024	3,084.00	PARAREV	REV INTEGRITY PROG/ QTRLY PROCESSING
A/P	205243	8/14/2024	44.83	PARTSSOURCE, LLC	MEDICAL EQUIP REPAIR SUPPLIES
A/P	205190	8/7/2024	14.54		PATIENT REFUND
A/P	800562	8/2/2024	582.55	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901290	8/1/2024	7.44	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901294	8/9/2024	221.45	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901295	8/8/2024	413.06	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901296	8/7/2024	20.21	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901297	8/6/2024	50.15	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901299	8/5/2024	84.28	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901308	8/16/2024	165.45	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901309	8/15/2024	137.09	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901314	8/14/2024	12.76	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901316	8/13/2024	95.17	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901317	8/12/2024	30.90	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901324	8/23/2024	301.66	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901325	8/22/2024	20.65	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901326	8/21/2024	2.93	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901327	8/20/2024	0.26	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901328	8/19/2024	15.85	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901329	8/30/2024	329.65	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901330	8/29/2024	4.80	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901333	8/28/2024	73.08	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901334	8/28/2024	13.15	PAY PLUS	3RD PARTY PAYOR FEE
A/P	205155	8/7/2024	120.00		PATIENT REFUND
A/P	205418	8/28/2024	197.55	PERFORMANCE HEALTH	PHYSICAL THERAPY SUPPLIES
A/P	205327	8/21/2024	244.94	PHILIPS HEALTHCARE	RESPIRATORY SUPPLIES
A/P	205156	8/7/2024	540.00	PL-CPR, LLC	CPR CERTIFICATIONS/TRAINING
A/P	205244	8/14/2024	1,175.00	PL-CPR, LLC	CPR CERTIFICATIONS/TRAINING
A/P	205419	8/28/2024	600.00	PL-CPR, LLC	CPR CERTIFICATIONS/TRAINING
A/P	205157	8/7/2024	1,400.00	POC ELECTRIC, LLC	DEPOSIT TO REPLACE CHILLED WATER PUMP
A/P	205245	8/14/2024	1,990.05	POC ELECTRIC, LLC	REPLACE CHILLED WATER PUMP
A/P	205328	8/21/2024	600.00	POC ELECTRIC, LLC	TROUBLESHOOT AND REPLACE HEATER BLOCK
A/P	205420	8/28/2024	204.36	PRECISION DYNAMICS CORP (PDC)	MEDICAL SUPPLIES
A/P	205246	8/14/2024	2,838.92	PRESS GANEY ASSOCIATES, INC.	PROFESSIONAL FEES
A/P	205329	8/21/2024	2,080.47	PRO ENERGY PARTNERS LLC	FUEL/PLANT OPS/ENERGY SERVICES
A/P	205421	8/28/2024	29.20	R & D BATTERIES INC	BATTERIES/MEDICAL SUPPLIES
A/P	205422	8/28/2024	2,543.76	R&R PETRO SERVICE	PLANT SERVICES - SOIL SAMPLES LABOR
A/P	205423	8/28/2024	3,500.00	RADSOURCE	SERVICE AGREEMENT
A/P	205158	8/7/2024	400.00	RAPID PRINTING LLC	MISCELLANEOUS PRINTING
A/P	205424	8/28/2024	60.00	RAPID PRINTING LLC	MISCELLANEOUS PRINTING
A/P	205425	8/28/2024	196.00	REED, CLAYMON, MEEKER & HARGET	LEGAL SERVICES
A/P	205159	8/7/2024	4,000.00	REPUBLIC PAIN SPECIALISTS	PROCEDURE FEES
A/P	205426	8/28/2024	3,000.00	REPUBLIC PAIN SPECIALISTS	PROCEDURE FEES
A/P	205247	8/14/2024	1,738.62	REPUBLIC SERVICES #847	TRASH SERVICES
A/P	205454	8/28/2024	19.34		PATIENT REFUND
A/P	205461	8/28/2024	13.13		PATIENT REFUND
A/P	205455	8/28/2024	85.92		PATIENT REFUND
A/P	205462	8/28/2024	285.88		PATIENT REFUND
A/P	205160	8/7/2024	160.00		PATIENT REFUND
A/P	205330	8/21/2024	120.00		PATIENT REFUND
A/P	205331	8/21/2024	237.08	SAMS CLUB	MISCELLANEOUS SUPPLIES
A/P	205427	8/28/2024	129.00	SHANNA O'DONNELL, FNP	LICENSE RENEWAL
A/P	205332	8/21/2024	163.21	SHERWIN WILLIAMS	PLANT SERVICE SUPPLIES
A/P	205248	8/14/2024	1,333.33	SIEMENS FINANCIAL SERVICES	DIAGNOSTIC IMAGING EQUIP LEASE
A/P	205428	8/28/2024	4,038.24	SIEMENS FINANCIAL SERVICES	DIAGNOSTIC IMAGING EQUIP LEASE
A/P	205249	8/14/2024	3,507.72	SIEMENS MEDICAL SOLUTIONS INC	MAMMO EXAM EQUIP LEASE

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A/P	205429	8/28/2024	410.00	SIGN AD, LTD.	ADVERTISING
A/P	205250	8/14/2024	2,047.62	SINGLETON ASSOCIATES PA	RADIOLOGY SRV
A/P	205333	8/21/2024	1,405.62	SINGLETON ASSOCIATES PA	RADIOLOGY SRV
A/P	205430	8/28/2024	121.52	SMITHS MEDICAL ASD INC	SUPPLIES
A/P	205161	8/7/2024	2,669.78	SOMETHING MORE MEDIA, INC.	ADVERTISING
A/P	205251	8/14/2024	184.00	SOUTH TEXAS BLOOD & TISSUE CEN	BLOOD
A/P	205431	8/28/2024	5,108.41	SOUTH TEXAS BLOOD & TISSUE CEN	BLOOD
A/P	205334	8/21/2024	6,250.00	SOUTHEAST TEXAS HEALTH SYS	QUARTERLY DUES
A/P	205335	8/21/2024	2,246.05	SPARKLIGHT	INTERNET/ CABLE
A/P	205162	8/7/2024	9,836.92	SPBS CLINICAL EQUIPMENT SRVC	PM CONTRACT
A/P	205163	8/7/2024	375.00	ST DAVIDS HEALTHCARE	CONNECTIVITY FEE
A/P	205252	8/14/2024	163.74	STAPLES	OFFICE SUPPLIES
A/P	110087	8/2/2024	3,005.50	STATE COMPTLR TEXNET	DSH IGT
A/P	110088	8/30/2024	318,325.39	STATE COMPTLR TEXNET	UC IGT
A/P	205456	8/28/2024	253.47		PATIENT REFUND
A/P	205164	8/7/2024	3,076.66	STERICYCLE, INC	WASTE DISPOSAL
A/P	205253	8/14/2024	447.46	STERIS CORPORATION	SURGICAL SUPPLIES
A/P	205336	8/21/2024	337.00	STERIS INSTRUMENT MANAGEMENT	SURGICAL SUPPLIES
A/P	205337	8/21/2024	383.92	STEVE BROCK	TRAVEL EXPENSES
A/P	205463	8/28/2024	100.00		PATIENT REFUND
A/P	205165	8/7/2024	2,237.22	STRYKER SALES, LLC	MEDICAL EQUIPMENT / SUPPLIES
A/P	205464	8/28/2024	49.95		PATIENT REFUND
A/P	205432	8/28/2024	2,639.10	TEXAS ASSOCIATION OF COUNTIES	UNEMPLOYMENT CONTRIBUTION
A/P	205255	8/14/2024	2,240.00	TEXAS BURNER & BOILER SERVICES	BOILER
A/P	800573	8/15/2024	184,548.86	TEXAS COUNTY DRS	RETIREMENT FUNDING
A/P	205338	8/21/2024	15,650.00	TEXAS ELITE THERAPY TEAM LLC	STAFFING - OCCUPATIONAL THERAPY
A/P	205166	8/7/2024	2,632.06	TEXAS HEALTH & HUMAN SERVICES	OVERPAYMENT ON CLAIMS
A/P	205167	8/7/2024	8,867.80	TEXAS MUTUAL INSURANCE CO	WORKERS COMP
A/P	205256	8/14/2024	4,805.00	TEXAS MUTUAL INSURANCE CO	WORKERS COMP
A/P	205257	8/14/2024	900.00	THE UNIVERSITY OF TEXAS HEALTH	CONTRACT RENEWAL
A/P	205339	8/21/2024	984.99	THIRD COAST DISTRIBUTING LLC	PLANT OPERATIONS SUPPLIES
A/P	205258	8/14/2024	0.00	TK ELEVATOR CORPORATION	BRONZE/OIL/GREASE
A/P	205168	8/7/2024	191.16	TMS SOUTH	PLANT SERVICES SUPPLIES
A/P	205433	8/28/2024	1,500.00	TRACI SHEFCIK	REIMBURSEMENT BOOKS/RENEWAL
A/P	205169	8/7/2024	3,182.50	TRIAGE, LLC	AGENCY STAFFING
A/P	205340	8/21/2024	3,467.50	TRIAGE, LLC	AGENCY STAFFING
A/P	205434	8/28/2024	1,800.00	TRINITY PHYSICS CONSULTING LLC	PURCHASED SERVICE/RAD/ANNUAL EVAL
A/P	205259	8/14/2024	524.28	TRIOSE, INC	FREIGHT
A/P	205341	8/21/2024	1,587.97	TRIZETTO PROVIDER SOLUTIONS	MAINT FEE/ PATIENT STATEMENT
A/P	205435	8/28/2024	14,030.40	TRUBRIDGE	BUSINESS OFFICE SERVICES
A/P	205260	8/14/2024	18,908.00	TRUBRIDGE, LLC	BUSINESS OFFICE SERVICES
A/P	205342	8/21/2024	9,592.34	TRUBRIDGE, LLC	BUSINESS OFFICE SERVICES
A/P	901318	8/12/2024	736.17	TSYS	CREDIT CARD PROCESSING FEE
A/P	901319	8/12/2024	397.48	TSYS	CREDIT CARD PROCESSING FEE
A/P	901320	8/12/2024	1,219.25	TSYS	CREDIT CARD PROCESSING FEE
A/P	901321	8/12/2024	1,527.14	TSYS	CREDIT CARD PROCESSING FEE
A/P	901322	8/12/2024	240.40	TSYS	CREDIT CARD PROCESSING FEE
A/P	901323	8/12/2024	215.28	TSYS	CREDIT CARD PROCESSING FEE
A/P	205254	8/14/2024	6,130.42	T-SYSTEM, INC	PHYSICIAN TRACKING LICENSE
A/P	205343	8/21/2024	6,826.51	TTUHSC - HEALTH.EDU	CONTINUING EDUCATION SERVCIES
A/P	205170	8/7/2024	8,064.84	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	205261	8/14/2024	3,405.80	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	205344	8/21/2024	7,784.80	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	205436	8/28/2024	8,033.98	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	205345	8/21/2024	1,238.38	UPDOX LLC	HIPPA COMPLIANT eFAX
A/P	205437	8/28/2024	2,200.00	US POSTAL SERVICE	POSTAGE
A/P	205262	8/14/2024	450.00	VANDERBILT HEALTH	PURCHASING COLLABORATIVE
A/P	205457	8/28/2024	68.25		PATIENT REFUND
A/P	205237	8/14/2024	0.00	VOIDED	VOIDED
A/P	205238	8/14/2024	0.00	VOIDED	VOIDED
A/P	205316	8/21/2024	0.00	VOIDED	VOIDED
A/P	205321	8/21/2024	0.00	VOIDED	VOIDED
A/P	205365	8/28/2024	0.00	VOIDED	VOIDED
A/P	205367	8/28/2024	0.00	VOIDED	VOIDED
A/P	205406	8/28/2024	0.00	VOIDED	VOIDED
A/P	205407	8/28/2024	0.00	VOIDED	VOIDED
A/P	205410	8/28/2024	0.00	VOIDED	VOIDED
A/P	205411	8/28/2024	0.00	VOIDED	VOIDED
A/P	205438	8/28/2024	475.25	WAGeworks	ADMIN FEE
A/P	205191	8/7/2024	90.00		PATIENT REFUND
A/P	800580	8/19/2024	2,208.23	WEBFILE TAX PYMT	SALES TAX
A/P	205171	8/7/2024	2,544.18	WERFEN USA LLC	MEDICAL / LABORATORY SUPPLIES
A/P	205263	8/14/2024	1,334.46	WERFEN USA LLC	MEDICAL / LABORATORY SUPPLIES
A/P	205346	8/21/2024	3,206.79	WERFEN USA LLC	MEDICAL / LABORATORY SUPPLIES
A/P	205439	8/28/2024	1,571.67	WERFEN USA LLC	MEDICAL / LABORATORY SUPPLIES
A/P	205440	8/28/2024	627.00	WEST COAST MEDICAL RESOURCES	SURGICAL SUPPLIES
A/P	205192	8/7/2024	144.80		PATIENT REFUND
A/P	901331	8/28/2024	6,074.55	WIRE OUT CBNA	CITIBANK CREDIT CARD PAYMENT
A/P	901332	8/28/2024	874.26	WIRE OUT CBNA	CITIBANK CREDIT CARD PAYMENT

<u>BANK CODE</u>	<u>CK #</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>NOTES</u>
A/P	800576	8/21/2024	7,225.21	WIRE OUT HEALTHEQUITY	WAGeworks
A/P	205172	8/7/2024	11,900.00	WOUND CARE SPECIALISTS	WOUND CARE SERVICES
A/P TOTALS			6,115,315.49		
NHG	000219	8/7/2024	3,618.20	MMC OPERATING	
NHG	000220	8/15/2024	1,882.20	MMC OPERATING	
NHG	000221	8/22/2024	20,830.62	MMC OPERATING	
NHG	000222	8/28/2024	22,542.54	MMC OPERATING	
NHF	000255	8/22/2024	6,908.22	MMC OPERATING	
NHF	000256	8/28/2024	13,147.01	MMC OPERATING	
NHB	000283	8/7/2024	121.50	MMC OPERATING	
NHB	000284	8/22/2024	8,308.82	MMC OPERATING	
NHB	000285	8/28/2024	15,653.49	MMC OPERATING	
NHC	000355	8/7/2024	84,685.35	TUSCANY	
NHC	000357	8/15/2024	33,395.64	TUSCANY	
NHC	000358	8/22/2024	6,118.20	MMC OPERATING	
NHC	000359	8/22/2024	17,500.00	TUSCANY	
NHC	000360	8/28/2024	11,590.95	MMC OPERATING	
NHC	000361	8/28/2024	17,500.00	TUSCANY VILLAGE	
BSL	001050	8/22/2024	21,263.06	MMC OPERATING	
BSL	001051	8/28/2024	14,921.82	MMC OPERATING	
TUS	001163	8/22/2024	13,017.28	MMC OPERATING	
TUS	001164	8/28/2024	24,553.11	MMC OPERATING	
TUS	001168	8/28/2024	7,488.00	CRESCENT	
NHA	001248	8/7/2024	2,700.00	TUSCANY VILLAGE	
NHA	001249	8/22/2024	22,306.04	MMC OPERATING	
NHA	001250	8/28/2024	42,032.13	MMC OPERATING	
NHS	001309	8/22/2024	6,594.84	MMC OPERATING	
NHS	001310	8/28/2024	12,507.62	MMC OPERATING	
NURSING HOME TOTALS			431,186.64		
ICP	012640	8/15/2024	4,166.67	MEMORIAL MEDICAL CENTER	
ICP	012641	8/15/2024	440.01	MEMORIAL MEDICAL CENTER	
ICP	012642	8/15/2024	9.97	MEMORIAL MEDICAL CENTER	
ICP	012643	8/15/2024	240.00	MEMORIAL MEDICAL CLINIC	
ICP TOTAL			4,856.65		
A/P	205173	8/7/2024	61,023.80	BETHANY SENIOR LIVING	NURSING HOME
A/P	205174	8/7/2024	93,377.41	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	205175	8/7/2024	12,036.00	THE CRESCENT	NURSING HOME
A/P	205176	8/7/2024	14,184.00	TUSCANY VILLAGE	NURSING HOME
A/P	205264	8/14/2024	8,941.85	BETHANY SENIOR LIVING	NURSING HOME
A/P	205265	8/14/2024	3,588.61	BROADMOOR AT CREEKSIDE PARK	NURSING HOME
A/P	205266	8/14/2024	213.24	FORTBEND HEALTHCARE CENTER	NURSING HOME
A/P	205267	8/14/2024	1,013.03	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	205268	8/14/2024	9,384.00	THE CRESCENT	NURSING HOME
A/P	205269	8/14/2024	8,820.00	TUSCANY VILLAGE	NURSING HOME
A/P	205347	8/21/2024	8,495.73	ASHFORD GARDENS	NURSING HOME
A/P	205348	8/21/2024	64,592.50	BETHANY SENIOR LIVING	NURSING HOME
A/P	205349	8/21/2024	3,332.79	BROADMOOR AT CREEKSIDE PARK	NURSING HOME
A/P	205350	8/21/2024	2,655.10	FORTBEND HEALTHCARE CENTER	NURSING HOME
A/P	205351	8/21/2024	11,753.73	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	205352	8/21/2024	2,624.83	SOLERA WEST HOUSTON	NURSING HOME
A/P	205353	8/21/2024	2,280.03	THE CRESCENT	NURSING HOME
A/P	205354	8/21/2024	16,034.95	TUSCANY VILLAGE	NURSING HOME
A/P	205441	8/28/2024	84,419.30	ASHFORD GARDENS	NURSING HOME
A/P	205442	8/28/2024	84,429.30	BETHANY SENIOR LIVING	NURSING HOME
A/P	205443	8/28/2024	31,449.36	BROADMOOR AT CREEKSIDE PARK	NURSING HOME
A/P	205444	8/28/2024	26,461.03	FORTBEND HEALTHCARE CENTER	NURSING HOME
A/P	205445	8/28/2024	144,974.07	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	205446	8/28/2024	24,845.13	SOLERA WEST HOUSTON	NURSING HOME
A/P	205447	8/28/2024	41,315.86	THE CRESCENT	NURSING HOME
A/P	205448	8/28/2024	42,817.33	TUSCANY VILLAGE	NURSING HOME
NURSING HOME AP TOTALS			805,062.98		
P/R	63430	8/2/2024	933.36	Pay Period 07/12/24-07/25/24	
P/R	63431	8/2/2024	512.48	Pay Period 07/12/24-07/25/24	
P/R	63432	8/2/2024	410.30	Pay Period 07/12/24-07/25/24	
P/R	63433	8/2/2024	394.85	Pay Period 07/12/24-07/25/24	
P/R	63434	8/2/2024	29.46	Pay Period 07/12/24-07/25/24	
P/R	63435	8/16/2024	1,086.27	Pay Period 06/28/24-07/11/24	
P/R	63436	8/16/2024	425.33	Pay Period 07/26/24-08/08/25	
P/R	63437	8/16/2024	375.53	Pay Period 07/26/24-08/08/25	
P/R	63438	8/16/2024	172.24	Pay Period 07/26/24-08/08/25	
P/R	63439	8/16/2024	2,041.80	Pay Period 07/26/24-08/08/25	
P/R	63440	8/16/2024	84.43	Pay Period 07/26/24-08/08/25	
P/R	63441	8/16/2024	522.00	Pay Period 07/26/24-08/08/26	
P/R	63442	8/30/2024	1,109.13	Pay Period 08/09/24-08/22/26	
P/R	99999	8/2/2024	367,421.07	Pay Period 07/12/24-07/25/24	

<u>BANK CODE</u>	<u>CK #</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>NOTES</u>
P/R	99999	8/16/2024	368,033.99	Pay Period 07/26/24-08/08/25	
P/R	99999	8/30/2024	407,221.86	Pay Period 08/09/24-08/22/26	
P/R TOTALS			<u>1,150,774.10</u>		
A/P	204137	8/27/2024	(9,372.84)	AUTHORITYRX, LLC	
A/P	204872	8/26/2024	(1,144.86)	ASD HEALTHCARE	
A/P	204902	8/28/2024	(6,210.00)	KNOWBE4, INC	
A/P	204922	8/26/2024	(490.00)	REED, CLAYMON, MEEKER & HARGET	
Voided AP Checks			<u>(17,217.70)</u>		
Grand Total			<u>8,489,978.16</u>		

MEMORIAL MEDICAL CENTER
GROSS PAYROLL REPORT - AUGUST 2024

PRTitle	PRDeptName	PRTotGross
SECURITY SUPERVISOR	SECURITY	\$ 5,232.19
OPERATOR	CLINIC FS	\$ 4,386.28
LICENSED VOCATIONAL	MEMORIAL MEDICAL CLINIC	\$ 6,203.22
PURCHASING AGENT	CENTRAL SUPPLY	\$ 4,868.10
REGISTERED NURSE	MED/SURG	\$ 6,213.32
REGISTERED NURSE	MED/SURG	\$ 13,424.38
LICENSED VOCATIONAL	OBSTETRICS	\$ 6,754.93
REGISTERED NURSE	MED/SURG	\$ 12,761.43
REGISTERED NURSE	OBSTETRICS	\$ 11,833.00
REGISTERED NURSE	EMERGENCY ROOM	\$ 10,455.34
DIRECTOR OF INPT SVC	MED/SURG	\$ 11,699.20
EXECUTIVE ASSISTANT	ADMINISTRATION	\$ 6,740.80
LICENSED VOCATIONAL	SURGERY	\$ 6,566.88
MEDICAL LAB TECH	LABORATORY	\$ 9,100.55
MEDICAL TECHNOLOGIST	LABORATORY	\$ 2,238.25
LAB ASSISTANT	MMC CLINIC - LABORATORY	\$ 5,493.19
MEDICAL LAB TECH	LABORATORY	\$ 8,837.92
REGISTERED NURSE	MED/SURG	\$ 3,564.88
REGISTERED NURSE	OBSTETRICS	\$ 3,447.31
REGISTERED NURSE	EMERGENCY ROOM	\$ 11,131.10
REGISTERED NURSE	MED/SURG	\$ 8,657.77
CLINICAL IT SPCLST	ADMINISTRATION-CLINICAL SERVIC	\$ 9,805.96
REGISTERED NURSE	OBSTETRICS	\$ 8,211.15
REGISTERED NURSE	OBSTETRICS	\$ 1,352.70
REGISTERED NURSE	OBSTETRICS	\$ 894.76
REGISTERED NURSE	OBSTETRICS	\$ 9,104.09
INTERIM CEO	ADMINISTRATION	\$ 21,809.72
LVN	MED/SURG	\$ 2,936.57
REGISTERED NURSE	MED/SURG	\$ 9,904.69
OCCUPATIONAL THERAPY	OCCUPATIONAL THERAPY	\$ 11,018.40
LICENSED VOCATIONAL	MED/SURG	\$ 7,422.81
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	\$ 13,192.80
REGISTERED NURSE	MED/SURG	\$ 10,010.51
REGISTERED NURSE	MED/SURG	\$ 476.50
CERTIFIED NURSE AIDE	MED/SURG	\$ 4,674.14
CERTIFIED NURSE AIDE	MED/SURG	\$ 375.50
REGISTERED NURSE	EMERGENCY ROOM	\$ 7,809.81
REGISTERED NURSE	MED/SURG	\$ 6,807.39
REGISTERED NURSE	MED/SURG	\$ 7,198.01
REGISTERED NURSE	MED/SURG	\$ 6,980.08
REGISTERED NURSE	MED/SURG	\$ 6,951.05
REGISTERED NURSE	MED/SURG	\$ 1,367.25
CASE MANAGER/UR/DP	UTILIZATION REVIEW	\$ 9,213.61
REGISTERED NURSE	ICU	\$ 6,712.26
CERTIFIED NURSE AIDE	MED/SURG	\$ 732.75
REGISTERED NURSE	MED/SURG	\$ 11,016.22
CERTIFIED NURSE AIDE	MED/SURG	\$ 1,290.50
REGISTERED NURSE	OBSTETRICS	\$ 14,159.37

REGISTERED NURSE	MED/SURG	\$	486.00
REGISTERED NURSE	SURGERY	\$	3,178.95
REGISTERED NURSE	MED/SURG	\$	8,562.37
CERTIFIED NURSE AIDE	MED/SURG	\$	2,908.55
STUDENT NURSE TECH	MED/SURG	\$	2,705.08
REGISTERED NURSE	EMERGENCY ROOM	\$	944.00
REGISTERED NURSE	MED/SURG	\$	1,383.25
REGISTERED NURSE	MED/SURG	\$	8,781.75
CERTIFIED NURSE AIDE	MED/SURG	\$	3,187.45
REGISTERED NURSE	MED/SURG	\$	2,813.89
LVN	MED/SURG	\$	8,338.47
REGISTERED NURSE	OBSTETRICS	\$	16,797.84
INFUSION NURSE	IV THERAPY	\$	10,770.95
REGISTERED NURSE	ICU	\$	11,407.65
REGISTERED NURSE	MED/SURG	\$	11,021.01
REGISTERED NURSE	EMERGENCY ROOM	\$	2,374.77
CLINICAL COORDINATOR	MEMORIAL MEDICAL CLINIC	\$	8,744.75
REGISTERED NURSE	ICU	\$	8,160.09
STUDENT NURSE TECH	MED/SURG	\$	975.06
LICENSED VOCATIONAL	MED/SURG	\$	5,299.91
NURSE PRACTITIONER	HOSPITAL CAMPUS RHC	\$	13,192.80
CERTIFIED NURSE AIDE	MED/SURG	\$	3,106.49
DIRECTOR OF QUALITY	ADMINISTRATION-CLINICAL SERVIC	\$	9,388.00
REG PHARM TECH SUPER	PHARMACY	\$	6,336.69
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	\$	13,192.80
REGISTERED NURSE	ICU	\$	12,128.47
REGISTERED NURSE	OBSTETRICS	\$	7,920.28
REGISTERED NURSE	ICU	\$	269.81
REGISTERED NURSE	ICU	\$	4,757.68
REGISTERED NURSE	ICU	\$	8,439.19
PREADMISSION NURSE	SURGERY	\$	6,893.38
REGISTERED NURSE	SURGERY	\$	9,642.92
HIM SPECIALIST	HEALTH INFORMATION MANAGEMENT	\$	4,805.00
REGISTERED NURSE	OBSTETRICS	\$	10,542.29
REGISTERED NURSE	OBSTETRICS	\$	1,007.65
REGISTERED NURSE	OBSTETRICS	\$	1,850.79
CERTIFIED STERIL TEC	SURGERY	\$	4,929.27
MATERIALS MNGMT MNGR	CENTRAL SUPPLY	\$	7,393.60
CENTRAL SUPPLY TECH	CENTRAL SUPPLY	\$	2,471.00
DIRECTOR	EMERGENCY ROOM	\$	14,168.90
PERIOPERATIVE RN	SURGERY	\$	7,268.23
REGISTERED NURSE	EMERGENCY ROOM	\$	11,828.90
REGISTERED NURSE	MED/SURG	\$	1,371.50
REGISTERED NURSE	EMERGENCY ROOM	\$	532.50
REGISTERED NURSE	EMERGENCY ROOM	\$	7,113.64
TRAUMA COORDINATOR	ADMINISTRATION-CLINICAL SERVIC	\$	9,000.51
REGISTERED NURSE	EMERGENCY ROOM	\$	1,463.33
REGISTERED NURSE	EMERGENCY ROOM	\$	1,347.63
REGISTERED NURSE	EMERGENCY ROOM	\$	8,552.29
LAB ASSISTANT	LABORATORY	\$	182.00
MLT	LABORATORY	\$	312.50
REGISTERED NURSE	MED/SURG	\$	1,085.25

REGISTERED NURSE	EMERGENCY ROOM	\$	973.19
LAB ASSISTANT	LABORATORY	\$	1,502.88
REGISTERED NURSE	EMERGENCY ROOM	\$	9,616.84
LAB ASSISTANT	LABORATORY	\$	337.50
LAB ASSISTANT	LABORATORY	\$	3,354.18
MEDICAL LAB TECH	LABORATORY	\$	8,482.88
CHEMISTRY/BB SPVS	LABORATORY	\$	14,045.78
MEDICAL LAB TECH	LABORATORY	\$	6,942.38
MLT	LABORATORY	\$	12,502.88
MEDICAL TECHNOLOGIST	LABORATORY	\$	7,892.65
LAB ASSISTANT	LABORATORY	\$	2,550.76
REGISTERED NURSE	EMERGENCY ROOM	\$	1,920.38
MLT	LABORATORY	\$	2,295.08
MEDICAL TECH	LABORATORY	\$	4,741.75
LAB ASSISTANT	LABORATORY	\$	1,304.25
LAB COORDINATOR	LABORATORY	\$	9,046.36
MEDICAL LAB TECH	MMC CLINIC - LABORATORY	\$	7,233.26
LAB ASSISTANT	LABORATORY	\$	3,008.00
MEDICAL LAB TECH	LABORATORY	\$	8,153.03
LAB ASSISTANT	LABORATORY	\$	3,137.22
REGISTERED NURSE	MED/SURG	\$	6,973.75
REGISTERED NURSE	MED/SURG	\$	7,126.34
REGISTERED NURSE	MED/SURG	\$	3,698.34
CENTRAL SUPPLY TECH	CENTRAL SUPPLY	\$	2,846.64
REGISTERED NURSE	MED/SURG	\$	2,714.39
CERTIFIED NURSE AIDE	MED/SURG	\$	3,742.43
REGISTERED NURSE	EMERGENCY ROOM	\$	9,727.52
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	\$	10,597.85
RECEPT/SECRETARY	DIAGNOSTIC IMAGING	\$	3,991.61
XRAY TECHNICIAN	DIAGNOSTIC IMAGING	\$	3,367.36
RADIOLOGY TECH	DIAGNOSTIC IMAGING	\$	6,848.86
RADIOLOGY TECH	DIAGNOSTIC IMAGING	\$	903.00
RADIOLOGIC TECH	DIAGNOSTIC IMAGING	\$	7,484.60
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	\$	9,270.88
LEAD MAMMO TECH	DIAGNOSTIC IMAGING	\$	8,086.83
NUCLEAR MED TECH	DIAGNOSTIC IMAGING	\$	13,325.22
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	\$	8,681.05
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	\$	8,700.61
PHARMACY TECH	PHARMACY	\$	4,797.38
PHARMACY TECHNICIAN	PHARMACY	\$	5,080.17
PHARMACY TECHNICIAN	PHARMACY	\$	4,736.01
INS COORDINATOR	PATIENT FINANCIAL SERVICES	\$	3,998.28
RECEPTIONIST	CLINIC FS	\$	3,672.42
REGISTERED NURSE	OBSTETRICS	\$	1,145.75
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	\$	3,126.59
CERTIFIED NURSE AIDE	MED/SURG	\$	3,549.90
LICENSED VOCATIONAL	MEMORIAL MEDICAL CLINIC	\$	5,745.72
RECEPTIONIST	CLINIC FS	\$	4,379.31
RECEPTIONIST	MEMORIAL MEDICAL CLINIC	\$	1,858.97
RECEPTIONIST	CLINIC FS	\$	4,787.94
REFERRAL SPECIALIST	CLINIC FS	\$	4,167.93
OPERATOR	CLINIC FS	\$	3,087.68

COLLECTIONS CLERK	PATIENT FINANCIAL SERVICES	\$	1,834.40
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	\$	3,024.27
OPERATOR	CLINIC FS	\$	4,266.41
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	\$	13,324.74
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	\$	3,471.25
MEDICAL ASSISTANT	HOSPITAL CAMPUS RHC	\$	4,479.21
REFERRAL SPECIALIST	CLINIC FS	\$	2,768.29
LICENSED VOCATIONAL	HOSPITAL CAMPUS RHC	\$	4,968.00
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	\$	3,740.33
MEDICAL ASSISTANT	HOSPITAL CAMPUS RHC	\$	4,450.94
REFERRAL SPECIALIST	CLINIC FS	\$	4,882.42
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	\$	3,233.73
OFFICE COORDINATOR	CLINIC FS	\$	4,793.81
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	\$	4,195.38
LVN	MEMORIAL MEDICAL CLINIC	\$	6,978.14
RECEPTIONIST	CLINIC FS	\$	3,925.39
RECEPTIONIST	CLINIC FS	\$	1,392.83
CLINICAL SUPERVISOR	MEMORIAL MEDICAL CLINIC	\$	8,969.55
RECEPTIONIST	CLINIC FS	\$	2,950.22
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	\$	22,088.86
COTA	OCCUPATIONAL THERAPY	\$	544.00
DIRECTOR REHAB SRVCS	PHYSICAL THERAPY	\$	14,319.49
REGISTERED NURSE	MED/SURG	\$	7,273.38
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	\$	3,113.96
PHYSICAL THERAPIST	PHYSICAL THERAPY	\$	11,207.32
OFFICE COORDINATOR	PHYSICAL THERAPY	\$	3,330.89
REGISTERED NURSE	MEMORIAL MEDICAL CLINIC	\$	9,027.69
PTA	PHYSICAL THERAPY	\$	6,974.43
TEAM LEAD PTA	PHYSICAL THERAPY	\$	8,687.30
REGISTERED NURSE	OBSTETRICS	\$	10,222.54
MEDICAL ASSISTANT	HOSPITAL CAMPUS RHC	\$	3,948.75
LEAD THERAPIST	BEHAVIORAL HEALTH	\$	8,160.00
CIHCP COORDINATOR	INDIGENT CARE PROGRAM	\$	4,240.00
DIRECTOR OF HIM	HEALTH INFORMATION MANAGEMENT	\$	5,944.00
HIM SPECIALIST	HEALTH INFORMATION MANAGEMENT	\$	636.94
PHYSICAL THERAPIST	PHYSICAL THERAPY	\$	9,418.70
RECORDS IMAGING TECH	HEALTH INFORMATION MANAGEMENT	\$	2,376.42
REGISTERED NURSE	EMERGENCY ROOM	\$	1,391.94
DIRECTOR OF HIM	HEALTH INFORMATION MANAGEMENT	\$	1,639.82
BIRTH REG/DIS ANALYS	HEALTH INFORMATION MANAGEMENT	\$	3,311.87
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	\$	2,607.81
DIRECTOR OF DIETARY	DIETARY	\$	8,819.20
OPERATOR	CLINIC FS	\$	2,934.97
FOOD SERVICE STAFF	DIETARY	\$	5,880.00
FOOD SERVICE STAFF	DIETARY	\$	4,485.35
FOOD SERVICE STAFF	DIETARY	\$	4,937.71
FOOD SERVICE STAFF	DIETARY	\$	4,446.00
FOOD SERVICE STAFF	DIETARY	\$	3,745.75
FOOD SERVICE STAFF	DIETARY	\$	2,721.13
PLANT OPS TEAM LEAD	PLANT OPERATIONS	\$	6,326.83
PLANT OPS SPECIALIST	PLANT OPERATIONS	\$	1,564.12
DEPARTMENT ASSISTANT	PLANT OPERATIONS	\$	3,747.52

PLANT OPS SPECIALIST	PLANT OPERATIONS	\$	3,962.28
ES AIDE	ENVIRONMENTAL SERVICES	\$	2,883.00
ES AIDE	ENVIRONMENTAL SERVICES	\$	3,060.80
SECURITY OFFICER	SECURITY	\$	3,843.60
ES AIDE	ENVIRONMENTAL SERVICES	\$	2,883.30
ES AIDE	ENVIRONMENTAL SERVICES	\$	4,261.56
ES TEAM LEAD	ENVIRONMENTAL SERVICES	\$	3,705.41
ES AIDE	ENVIRONMENTAL SERVICES	\$	2,855.00
PLANT OPS SPECIALIST	PLANT OPERATIONS	\$	2,200.64
ES AIDE	ENVIRONMENTAL SERVICES	\$	2,167.00
ES AIDE	ENVIRONMENTAL SERVICES	\$	1,637.19
FLOOR TECHNICIAN	ENVIRONMENTAL SERVICES	\$	3,592.00
ES AIDE	ENVIRONMENTAL SERVICES	\$	2,832.00
ES SUPERVISOR	ENVIRONMENTAL SERVICES	\$	4,943.38
FOOD SERVICE STAFF	DIETARY	\$	4,418.70
ES AIDE	ENVIRONMENTAL SERVICES	\$	2,880.00
ES AIDE	ENVIRONMENTAL SERVICES	\$	3,604.00
ES AIDE	ENVIRONMENTAL SERVICES	\$	3,885.42
FOOD SERVICE STAFF	DIETARY	\$	4,763.30
FLOOR TECHNICIAN	ENVIRONMENTAL SERVICES	\$	3,584.50
ES AIDE	ENVIRONMENTAL SERVICES	\$	4,166.76
OR AIDE	SURGERY	\$	3,733.81
SECURITY OFFICER	SECURITY	\$	1,075.16
SECURITY OFFICER	SECURITY	\$	4,379.10
DIRECTOR OF PLANT OP	PLANT OPERATIONS	\$	9,337.60
SURGERY MANAGER	SURGERY	\$	13,289.53
DIRECTOR	ADMINISTRATION-CLINICAL SERVIC	\$	80.00
PERIOPERATIVE RN	SURGERY	\$	12,034.41
FINANCIAL COUNSELOR	INDIGENT CARE PROGRAM	\$	4,923.95
REGISTERED NURSE	SURGERY	\$	8,821.95
INS COORDINATOR	PATIENT FINANCIAL SERVICES	\$	5,155.92
REGISTRATION CLERK	PFS - REGISTRATION	\$	4,459.51
INFUSION SVC COORD	IV THERAPY	\$	3,579.04
BILLING CLERK	PATIENT FINANCIAL SERVICES	\$	6,335.93
INFUSION SERV. COOR.	IV THERAPY	\$	3,286.41
ER CLERK	PFS - REGISTRATION	\$	3,409.32
REGISTRATION CLERK	PFS - REGISTRATION	\$	5,351.85
RECEPTIONIST	PHYSICAL THERAPY	\$	2,818.07
CASHIER-SWITCHBOARD	PATIENT FINANCIAL SERVICES	\$	3,640.14
INS ADJUDICATOR	PATIENT FINANCIAL SERVICES	\$	5,604.43
MEDICARE COORDINATOR	PATIENT FINANCIAL SERVICES	\$	5,788.59
ACCOUNTS PAYABLE	ACCOUNTING	\$	4,115.58
ER CLERK	PFS - REGISTRATION	\$	4,268.76
ER CLERK	PFS - REGISTRATION	\$	1,739.25
ADMIN ASSISTANT	ADMINISTRATION-CLINICAL SERVIC	\$	4,942.82
DIRECTOR OF REV/BILL	PATIENT FINANCIAL SERVICES	\$	8,155.60
REGISTERED NURSE	SURGERY	\$	2,295.01
REG CLERK TEAM LEAD	PATIENT FINANCIAL SERVICES	\$	6,308.07
REGISTRATION CLERK	PATIENT FINANCIAL SERVICES	\$	3,444.39
PRACTICE ADMIN	MEMORIAL MEDICAL CLINIC	\$	10,424.62
REGISTERED NURSE	EMERGENCY ROOM	\$	8,422.00
PERIOPERATIVE RN	SURGERY	\$	9,009.17

REGISTERED NURSE	ICU	\$	8,397.08
DIRECTOR	DIAGNOSTIC IMAGING	\$	10,487.20
REGISTRATION CLERK	PATIENT FINANCIAL SERVICES	\$	3,115.10
ER CLERK	PFS - REGISTRATION	\$	470.25
I.T. DIRECTOR	INFORMATION TECHNOLOGY	\$	11,907.07
IT DIRECTOR	INFORMATION TECHNOLOGY	\$	8,910.98
IT SYSTEM ANALYST	INFORMATION TECHNOLOGY	\$	10,033.21
ACCOUNTANT	ACCOUNTING	\$	5,735.83
PTA	PHYSICAL THERAPY	\$	5,809.38
LAB ASSISTANT SUPVR	LABORATORY	\$	4,024.08
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	\$	3,420.19
ACCOUNTANT	ACCOUNTING	\$	8,608.12
CONTROLLER	ACCOUNTING	\$	15,116.94
ACCOUNTANT	ACCOUNTING	\$	7,440.00
CFO	ADMINISTRATION	\$	20,809.24
HR MANAGER	HUMAN RESOURCES	\$	7,240.00
HR GENERALIST	HUMAN RESOURCES	\$	4,956.00
SPEC PROJ/MKGT MGR	BUSINESS DEVELOPMENT	\$	6,861.84
		\$	1,607,064.64

07

7. Consider and take necessary action to approve a proclamation declaring October 6-12, 2024 as National 4-H Week in Calhoun County. (RHM)

Emily gave introduction and allowed members to introduce themselves. McKenna Gvarra, Justice Epley, Sunny Arriaga, Clay Brumfield, Madden Gvarra and Bryce Sandy introduced themselves. Emily read the proclamation.

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: ellen.heiman@ag.tamu.edu (Ellen M. Heiman) <ellen.heiman@ag.tamu.edu>
Sent: Thursday, September 12, 2024 1:29 PM
To: debbie.vickery@calhouncotx.org
Cc: Emilee S. DeForest
Subject: Agenda Item

Follow Up Flag: Follow up
Flag Status: Flagged

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

Good Afternoon Debbie! We have an agenda item for Commissioner's Court on October 2.

- Consider and take necessary action to approve a proclamation declaring October 6-12, 2024 as National 4-H Week in Calhoun County.

Please let me know if you have any questions.

Thanks!

Ellen Heiman

Calhoun County Office Manager
Texas A&M AgriLife Extension
311 Henry Barber Way Suite 1
Port Lavaca, TX 77979
361-552-9747 work



2024 National 4-H Week

Proclamation

WHEREAS, The Calhoun County Commissioners' Court is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 116 years of providing experience-based education to youth throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, The program's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its' more than 30,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong. Now, therefore, be it

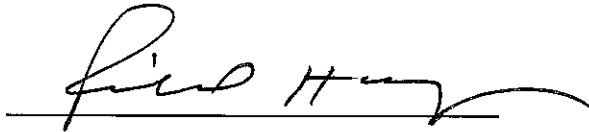
RESOLVED, The Calhoun County Commissioners' Court, hereby designate October 6-12, 2024, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

SIGNED AND SEALED THIS THE 2nd DAY OF OCTOBER, 2024.

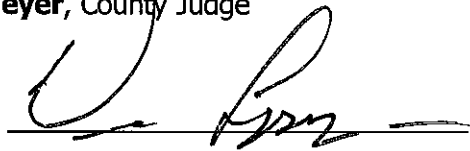


David Hall

Calhoun County Commissioner, Pct. 1



Richard H. Meyer, County Judge



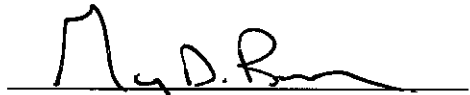
Vern Lyssy

Calhoun County Commissioner, Pct. 2



Joel M. Behrens

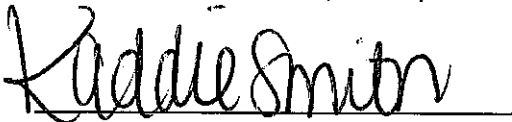
Calhoun County Commissioner, Pct. 3



Gary Reese

Calhoun County Commissioner, Pct. 4

Attest: Anna Goodman, County Clerk



By: Deputy Clerk



08

8. Consider and take necessary action to waive the 60-day waiting period for insurance for the City employees transitioning to County employees for the Emergency Communications Division only. This is a one-time instance and pertains to no other department. (DEH)

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

David E. Hall

Calhoun County Commissioner, Precinct #1

202 S. Ann
Port Lavaca, TX 77979



(361)552-9242
Fax (361)553-8734

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

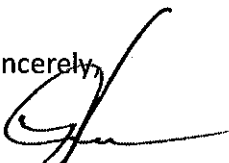
RE: AGENDA ITEM

Dear Judge Meyer,

Please place the following item on the Commissioners' Court Agenda for October 2nd, 2024.

- Consider and take necessary action to waive the 60 day waiting period for insurance for the City employees transitioning to County employees for the Emergency Communications Division only. This is a one time instance and pertains to no other department.

Sincerely,


David E. Hall

DEH/apt

09

9. Consider and take necessary action to approve Change Order No. 1 for the Magnolia Beach - Ocean Drive Bulkhead Cap Replacement Project using GOMESA funds and authorize the County Judge to sign. (DEH)

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

Debbie Vickery

From: David.Hall@calhouncotx.org (David Hall) <David.Hall@calhouncotx.org>
Sent: Tuesday, September 24, 2024 12:39 PM
To: debbie.vickery@calhouncotx.org
Subject: Fwd: CO#1 Agenda Item Request - Magnolia Beach - Ocean Drive Bulkhead Cap Replacement Project
Attachments: CO#1 - Magnolia Beach Bulkhead Cap Replacement.pdf

And add "utilizing GOMESA funds"

Thanks!!
Sent from David's iPhone

David Hall
Commissioner Precinct 1
Calhoun County
Office 361-552-9242
Cell 361-220-1751

Begin forwarded message:

From: gking@gwengineers.com
Date: September 24, 2024 at 12:03:21 PM CDT
To: david.hall@calhouncotx.org, angela.torres@calhouncotx.org
Cc: Dylan Staff <staff.dylan@yahoo.com>, staffconcrete@yahoo.com, "demi.cabrera" <demi.cabrera@calhouncotx.org>, candice villarreal <candice.villarreal@calhouncotx.org>, smason@gwengineers.com
Subject: CO#1 Agenda Item Request - Magnolia Beach - Ocean Drive Bulkhead Cap Replacement Project

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

Commissioner Hall,

Please review and submit agenda item request for Commissioner's Court approval on October 2, 2024 for Change Order No. 1 for the Magnolia Beach - Ocean Drive Bulkhead Cap Replacement Project.

Agenda Request for CO1

Consider and take necessary action to approve Change Order No. 1 for the Magnolia Beach - Ocean Drive Bulkhead Cap Replacement Project and authorize the County Judge to sign.

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

Calhoun County Texas

CHANGE ORDER

No. One (1)

PROJECT MAGNOLIA BEACH – OCEAN DRIVE BULKHEAD CAP REPLACEMENT
FOR CALHOUN COUNTY, TEXAS

DATE OF ISSUANCE 09/24/24 EFFECTIVE DATE 10/02/24

OWNER Calhoun County

OWNER's Contract No. N/A

CONTRACTOR Keith Staff dba Staff Concrete Construction ENGINEER G & W Engineers, Inc.
Job# 9115.029

You are directed to make the following changes in the Contract Documents.

Reason for Change Order:

Raise sidewalk up 8"± to top of cap per client request.

Attachments (List documents supporting change)

Staff Concrete Construction Quote dated 09/23/24

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>173,617.54</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: <u> </u> days or dates
Net changes from previous Change Orders No. <u>-</u> to No. <u>-</u> \$ <u>-</u>	Net changes from previous Change Orders No. <u>-</u> to No. <u>-</u> <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>173,617.54</u>	Contract Times prior to this Change Order Substantial Completion: <u>N/A</u> Ready for final payment: <u> </u> days or dates
Net Increase (decrease) of this Change Order \$ <u>2,000.00</u>	Net Increase (decrease) of this Change Order <u>N/A</u>
Contract Price with all approved Change Orders \$ <u>175,617.54</u>	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: <u> </u> days or dates

RECOMMENDED:

By: Scott P. [Signature] P.E.
Engineer (Authorized Signature)
G & W Engineers, Inc.

APPROVED:

By: [Signature]
Owner (Authorized Signature)
Calhoun County

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)
Keith Staff dba Staff Concrete Construction

Date: 09/24/24

Date: 10-2-24

Date: 9/24/24

Staff Concrete Construction

4703 John Stockbauer Dr

VICTORIA, TEXAS 77904

361-212-5246 Cell

361-485-0011 Fax

9/23/2024

REFERENCE: Magnolia Beach Bulkhead Dirtwork

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
1	4" Select Fill Under Sidewalk	1	LS	\$1,700.00	\$1,700.00
2	Grade Topsoil Provided By Others	1	LS	\$900.00	\$900.00
3	Delete PVC Drains	1	LS	-\$600.00	-\$600.00

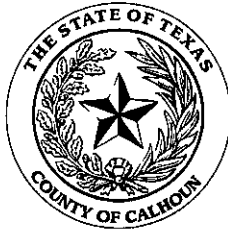
GRAND TOTAL

\$2,000.00

10

10. Consider and take necessary action to approve a contract with Great American Financial Services for a Kyocera 4054ci copier/fax machine for the District Attorney's Office and authorize the County Judge to sign. (RHM)

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



SARA M. RODRIGUEZ
CALHOUN COUNTY CRIMINAL DISTRICT ATTORNEY

Christy Brown Dunn, First Assistant CDA
W. A. (Bill) White, Assistant CDA
Trevor A. Finster, Assistant CDA

Arnold K. Hayden, Assistant CDA
Randy R. Crider, Investigator
Alicia F. Gonzales, Victim Asst. Coordinator

September 26, 2024

Hon. Richard Meyer
Calhoun County Judge

Calhoun County Commissioner Court

RE: Great America Financial Services New Copier Contract

Dear Richard Meyer and Commissioners:

This letter is to request approval for a new contract between our office and Great America Financial Services for a new copy/fax machine for the District Attorney's Office. Please place this item on the next available Commissioners Court agenda.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in cursive script, reading "Sara M. Rodriguez".

Sara M. Rodriguez
Criminal District Attorney
For Calhoun County

September 16, 2024

County of Calhoun
Attn: District Attorney Office
211 S Ann St
Port Lavaca, Texas 77979-4203

Re: Agreement No. 3080907 (the "Agreement")

To Whom It May Concern:

We understand that you are contemplating entering into an agreement with GreatAmerica for the lease/rental of certain office equipment ("Equipment") and that you desire to have GreatAmerica sign the Agreement before delivery and the installation of the Equipment. Ordinarily, we do not sign agreements until after the lessee/customer has signed the document(s) and after we have confirmed with the lessee/customer that the Equipment has been delivered and is installed satisfactorily. However, you have a strong desire that we sign the Agreement prior to installation, and we are okay with that because you understand that, per the terms of the Agreement, the Agreement will not become binding on us until we fund your vendor for the Equipment.

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

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

Thank you.

Sincerely,

AGREEMENT



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

AGREEMENT NO.: 3080907

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Calhoun, County of

ADDRESS: 211 S Ann St

Port Lavaca TX 77979-4203

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

Dewitt Poth & Son

Yoakum, TX

EQUIPMENT AND PAYMENT TERMS

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

☐ SEE ATTACHED SCHEDULE

1 Kyocera 4054ci

EQUIPMENT LOCATION: District Attorney Office

(*PLUS TAX)

TERM IN MONTHS: 63

MONTHLY PAYMENT AMOUNT: \$213.00

PURCHASE OPTION*: Fair Market Value

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

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

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

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

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

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

OWNER: GreatAmerica Financial Services Corporation

SIGNATURE: Heather Baack DATE: 9-19-24

PRINT NAME & TITLE: Heather Baack Documentation Specialist

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: (As Stated Above)

SIGNATURE: X [Signature] DATE: 10-2-24

PRINT NAME & TITLE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

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

SIGNATURE: X

NAME AND TITLE:

DATE:

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and Calhoun, County of DBA Treasurer ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 3080907 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

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

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)



SIGNATURE

Richard L. Hinley

PRINT NAME & TITLE

DATE

OUR SIGNATURE

GreatAmerica Financial Services Corporation



SIGNATURE

Heather Back Documental Specialist

PRINT NAME & TITLE

DATE

9-19-24

Amendment



This Amendment amends that certain agreement by and between GreatAmerica Financial Services Corporation ("Owner") and Calhoun, County of ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 3080907 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

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

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

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

GreatAmerica Financial Services Corporation

Owner

By:

Heather Baack
Signature

Heather Baack Documentation Specialist
Print Name & Title

Date Accepted:

9-19-24

Calhoun, County of

Customer

By: x

[Signature]
Signature

Richard H. Meyer County Judge
Print Name & Title

Date:

10-2-24

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1219809

Date Filed:
09/26/2024

Date Acknowledged:

10/2/24 *DrV*

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

DEWITT POTH & SON, LLC
YOAKUM, TX United States

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

Calhoun County

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

1936246

COPIER AND SUPPLIES

[illegible]

5 Check only if there is NO Interested Party.

☒

6 UNSWORN DECLARATION

My name is Jessie Lemke, and my date of birth is

My address is _____
 _____ (Street) _____ (City) _____ (State) _____ (Zip code) _____ (Country)

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

Executed in DeWitt County, State of Texas, on the 26 day of 09, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

11

11. Consider and take necessary action to approve the Specifications and Contract Documents for Bid Number 2024.10 Annex Building Roof Improvements Project for Calhoun County, Texas and to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, October 22, 2024 at the Commissioners Courtroom. Sealed Bids are scheduled to be due before 2:00:00 pm, Tuesday, November 5, 2024 at the County Judge's Office. (RHM)

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

Debbie Vickery

From: smason@gwengineers.com
Sent: Wednesday, September 25, 2024 8:33 AM
To: 'Everett Wood'; Richard.Meyer@calhouncotx.org
Cc: Debbie.Vickery@calhouncotx.org; 'Glynis King'; leena@gwengineers.com; demi.cabrera@calhouncotx.org; 'Arnold Hayden'
Subject: RE: Agenda Item Request - Annex Roof Improvements
Attachments: 5310.026 Annex Roof - CD - For Bidding 092424.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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

Attaching them separately to see if it goes through.

Part 1 of 2.

From: smason@gwengineers.com <smason@gwengineers.com>
Sent: Wednesday, September 25, 2024 8:11 AM
To: 'Everett Wood' <everett.wood@calhouncotx.org>; 'Richard.Meyer@calhouncotx.org' <Richard.Meyer@calhouncotx.org>
Cc: 'Debbie.Vickery@calhouncotx.org' <Debbie.Vickery@calhouncotx.org>; 'Glynis King' <gking@gwengineers.com>; 'leena@gwengineers.com' <leena@gwengineers.com>; 'demi.cabrera@calhouncotx.org' <demi.cabrera@calhouncotx.org>; 'Arnold Hayden' <Arnold.Hayden@calhouncotx.org>
Subject: Agenda Item Request - Annex Roof Improvements

Judge,

Please see the attached for the plans and contract documents. We are requesting the following agenda items be considered on the court agenda for October 2nd, 2024:

- **Consider and take necessary action to approve the Specifications and Contract Documents for Bid Number 2024.10 Annex Building Roof Improvements Project for Calhoun County, Texas and to authorize G & W Engineers, Inc. and the County Auditor to advertise for bids. A pre-bid meeting shall be held at 10:00 am, Tuesday, October 22, 2024 at the Commissioners Courtroom. Sealed Bids are scheduled to be due before 2:00:00 pm, Tuesday, November 5, 2024 at the County Judge's Office.**
- **Consider and take necessary action to authorize G & W Engineers, Inc. to release any addenda necessary to the bidding documents if approved by County Judge that is related to the Bid Number 2024.10 Annex Building Roof Improvements Project for Calhoun County, Texas.**

I put the second one on there because we are trying to get the bids sooner than later and the court approval of an addendum will delay the bid opening by almost a couple weeks.

Debbie,

Could you pencil us in for the pre-bid in the commissioner's court room on 10/22 @ 10AM?

Thank you all for your assistance!

Scott P. Mason, P.E.

Lead Project Engineer
G&W Engineers, Inc.

CONTRACT DOCUMENTS

FOR THE

BID NUMBER 2024.10

ANNEX BUILDING ROOF IMPROVEMENTS

PROJECT

FOR

CALHOUN COUNTY, TEXAS

SEPTEMBER 2024

G&W ENGINEERS, INC.

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

CONTRACT DOCUMENTS

FOR THE

BID NUMBER 2024.10 ANNEX BUILDING ROOF IMPROVEMENTS PROJECT

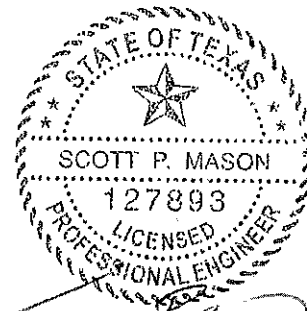
FOR

CALHOUN COUNTY, TEXAS

SEPTEMBER 2024

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

Approved By:



Scott P. Mason, P.E.

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

Date: 09.24.24

G & W Engineers, Inc.
Texas Registered Engineering Firm F-04188
Project No. 5310.026

FORMS AND CONDITIONS FOR BID DOCUMENTS/CONSTRUCTION CONTRACTS

1. Advertisement and Invitation for Bids
2. Instruction to Bidders for Construction
3. Bid Form
4. Specification Notes
5. Bid Bond
6. Statement of Bidder's Qualifications
7. Affidavit
8. Certification of Bidder Regarding Civil Rights Laws and Regulations
9. Conflicts of Interest – Compliance with Copeland "Anti-Kickback" Act
10. Certification Regarding Debarment & Suspension and other Responsibility Matters
11. Certification Regarding Lobbying
12. Disclosure of Lobbying Activities and Instructions
13. House Bill 89 Verification Form
14. Residence Certificate
15. Section 504 Certification
16. System of Award Management (Sam.gov)
17. Certificate of Interested Parties - 1295 Form
18. Equal Opportunity Guidelines for Construction Contractors
19. Standard Form of Agreement (Construction Contract Agreement Form)
20. Corporate Certifications
21. General Contract Conditions
22. Calhoun County, Texas General Conditions
23. Attorney's Review Certification
24. Payment Bond
25. Performance Bond
26. Certificate of Liability Insurance
27. Technical Specifications

*Items 3-16 are to be provided to and/or completed by all bidders and included with submission of bid.

Please provide one (1) USB flash drive and one (1) original and four (4) copies of the complete bid schedule and required forms.

Advertisement and Invitation to Bids

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

Bid Number 2024.10 – Annex Building Roof Improvements Project for Calhoun County

The Project consists of approximately 8,435 SF of roof tear down to lightweight concrete deck then replace with new insulation and system to meet windstorm requirements, penetration updates, new roof hatch with fall protection all complete in place per plans and specifications.

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

A Pre-Bid Conference will be held at 10:00 AM, Tuesday, October 22, 2024. Meeting location will be at Commissioners Courtroom, Calhoun County Courthouse, 211 South Ann Street, 1st Floor, Suite 104, Port Lavaca, Texas 77979. Potential bidders are strongly urged to attend.

Bidders must submit with their bid a bid bond, issued by an acceptable surety, or a certified check, payable to Calhoun County, in the amount of not less than five percent (5%) of the total bid submitted. Bids submitted without the required security will not be considered.

All contractors and subcontractors must be cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the contractor and for the duration of the project.

Sealed Bids may be hand delivered or mailed to:

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

All bids must be delivered to the Office of the Calhoun County Judge in a **sealed 9 x 12 or larger envelope and clearly marked on the outside of the envelope, or the UPS/FedEx/other Delivery Service envelope: Sealed Bid – Bid Number 2024.10 Annex Building Roof Improvements Project for Calhoun County.**

Sealed Bids consisting of one (1) USB flash drive and one (1) original and four (4) printed copies of the complete bid and required forms are DUE BEFORE 2:00:00 PM local time, TUESDAY, NOVEMBER 5, 2024 in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. At this time, all bids will be publicly opened and read aloud in the conference room located in the County Judge's office.

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

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

Calhoun County reserves the right to reject any or all bids or to waive any informalities in the bidding and to award to the responsible bidder submitting the best qualified acceptable bid who, in the opinion of Calhoun County, offers the bid in the best interest of the County. Bids may be held by Calhoun County for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

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

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

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of age, race, color, religion, sex, sexual orientation, gender identity, national origin, handicapped status or limited English proficiency in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises and Labor Surplus Area Firms are encouraged to submit bids.

Candice Villarreal
County Auditor
Calhoun County, Texas

INSTRUCTION TO BIDDERS FOR CONSTRUCTION

The Calhoun County is hereby referred to as County.

1. Use of Separate Bid Forms

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

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. All questions about the meaning or intent of the Bidding Documents are to be submitted to the ENGINEER IN WRITING and must be received in the office of the ENGINEER no later than 5:00 pm, October 25, 2024. Such questions may be submitted on www.CivcastUSA.com Questions and Answers (Q&A). It is the Bidder's responsibility to verify receipt of such questions by the ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda and distributed via CivCastUSA to all plan holders.

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

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

3. Inspection of Site

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

4. Alternate bid items

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

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, Certification of Bidder Regarding Civil Rights Laws and Regulations, Conflict of Interest Questionnaire, Affidavit, Certification Regarding Lobbying, Certification Regarding Debarment & Suspension and other Responsibility Matters, Disclosure of Lobby Activities and Instructions, House Bill 89 Verification Form, Residence Certificate, Section 504 Certification, System of Award Management (Sam.gov) and the Statement of the Bidder's Qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

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

7. Bid Bond

a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check, payable to Calhoun County, may be submitted in lieu of the Bid Bond.

b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

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

9. Unit Price

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

10. Corrections

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

11. Time for Receiving Bids

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

12. Opening of Bids

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

13. Withdrawal of Bids

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

14. Award of Contract/Rejection of Bids

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

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

15. Execution of Agreement/Performance and Payment Bonds

a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work

b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:

Municipalities: **If the contract is in excess of \$50,000, a payment bond is required.**

Counties: If the contract is in excess of \$25,000, a payment bond is required.

c. The failure of the successful bidder to execute the agreement and supply the required bonds within fifteen (15) business days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries – DBWR not applicable

17. Equal Employment Opportunity

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

18. Certification Regarding Lobbying

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

BID

PROJECT NAME: Bid Number 2024.10 – Annex Building Roof Improvements Project for Calhoun County, Texas

DUE DATE: Tuesday, November 5, 2024 before 2:00:00 p.m.

NAME: _____

BASE WORK SCOPE is: Approximately 8,435 SF of roof tear down to lightweight concrete deck then replace with new insulation and system to meet windstorm requirements, penetration updates, new roof hatch with fall protection all complete in place per plans and specifications.

Item	Quantity	Unit	Unit Price	Total Bid Price
1. Furnishing all necessary equipment, materials, and labor for Mobilization, demobilization, barricades, insurance, and bonds as per plans and specifications	1	LS		
2. Furnish all necessary equipment, materials, and labor for the roof replacement scope of work for the entire building in accordance with drawings and specifications. Includes, but not limited to all flashings, sheet metal, trim, roof systems (membranes and boards), tapered insulation, fasteners, sealants and other items necessary to fully complete the work.	1	LS		
3. Furnish all necessary equipment, materials, and labor for the roof top penetration modifications in accordance with drawings and specifications. Includes, but not limited to all flashings, sheet metal, trim, boards, fasteners, sealants and other items necessary to fully complete the work. (Excludes Mechanical HVAC Mods).	1	LS		
4. 10% Owners Contingency: To be used only as directed by Engineer for Owner's purposes and only by change orders that indicate amounts to be charged to the Owner's Contingency.	1	LS	10% of Base Bid (0.10 X Sum of Base Bid Lines 1-3 above)	
TOTAL BASE BID			\$	
OWNER'S OPTION(S)				
Item	Quantity	Unit	Unit Price	Total Bid Price
Furnish all necessary engineering design, equipment, materials, and labor for the modification of raising the HVAC Unit, Structural modifications and re-installing the unit per windstorm requirements. To raise the curbing height of the HVAC equipment to a minimum of 8" above new final roof elevation.	1	LS		
Additional Calendar Days				

SPECIFICATION NOTES

Calhoun County is receiving Bids for items and quantities of work generally as follows: Bids are invited for items and quantities of work generally as follows: Approximately 8,435 SF of roof tear down to lightweight concrete deck then replace with new insulation and system to meet windstorm requirements, penetration updates, new roof hatch with fall protection all complete in place per plans and specifications.

County to provide:

1. Unsecured place to store contractor equipment and vehicles
2. Unsecured area to store excess materials required for construction.

The BIDDER, in compliance with the invitation for bids for **Bid Number 2024.10 – Annex Building Roof Improvements Project for Calhoun County, Texas**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies in accordance with the contract documents, within the time set forth herein. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within thirty (30) days after the time set for receipt of proposals.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the County and to substantially complete within _____ consecutive calendar days as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day.

I hereby acknowledge the receipt of the following addenda:

1. _____
2. _____

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

Type of Work Subcontracted	Name of Subcontractor

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

Bidder Name: _____

Address: _____

Phone: _____

EIN or Tax ID No.: _____

Signature: _____

Name and Title: _____

Email Address: _____

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
Accompanying Bid, dated _____, **Bid Number 2024.10 – Annex Building Roof
Improvements Project for Calhoun County, Texas.**

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

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

	(SEAL)

	(SEAL)
Attest: _____	By: _____
	Affix Corporate Seal
Attest: _____	By: _____
	Affix Corporate Seal
Attest: _____	By: _____

Countersigned

By _____

* Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate
Seal

Title: _____

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: _____ Date Organized: _____
Address: _____ Date Incorporated: _____

Number of Years in contracting business under current name: _____

CONTRACTS ON HAND:

Contracts	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 project of similar importance):

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

Major equipment available for **this** contract:

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

Credit \$ _____ Bank
available: _____ reference: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this _____ day of _____, 20____.
by: _____

(Signature)

(Title)

STATE OF TEXAS

}

AFFIDAVIT

COUNTY OF _____

}

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

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

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

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

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

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

Signature of Affiant

Printed Name and Title of Affiant

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

Notary Stamp/Seal

Signature of Notary Public

CONTRACTOR CERTIFICATIONS

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. ☐ Yes ☐ No	
The undersigned hereby certifies that: ☐ The <u>Non-Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964. ☐ The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000). ☐ The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract. ☐ The Exhibit B – Assurances for Construction Programs is included in the Contract. ☐ The Exhibit D – State of Texas Assurance is included in the Contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246- Equal Employment Opportunity, as amended? ☐ Yes ☐ No	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a County to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

- The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the County.
- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered

What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the County or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the County initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the County, Form CIQ must be completed and submitted

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the County, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a County, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.004 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ 2:

1. Fill in the full name of the person who is trying to do business with the County. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the County or begins contract discussions or negotiations with the County.
3. Complete this Section by listing the name of the local government officer (member of County Court or County Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.
If there is more than one local government officer (County Court or County Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form. A copy of Chapter 176 of the Texas Local Government Code can be found at: <http://www.statutes.legis.state.tx.us/SOTWDocs/LG/html/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.004(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.004, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.004, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

RFB / RFP / Contract #

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

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with governmental entity

Date Signed

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 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.

CERTIFICATION REGARDING LOBBYING

(To be submitted if the bid or offer exceeds \$100,000)

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

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

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

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

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

The Contractor, _____, 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

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

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

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

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

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

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

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

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

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

D I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)

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

(City and State)

D I certify that _____ 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

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

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

(Name) _____

(Address) _____

County State Zip

Telephone Number () _____ - _____ Voice
() _____ - _____ TDD

_____ has been designated to coordinate compliance all Federal statutes relating to nondiscrimination.

Insert System for Award Management (SAM) Record Search for company and company principal(s).

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

CERTIFICATE OF INTERESTED PARTIES
FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. See *Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3 Bid Number 2024.10 - Annex Building Roof Improvements Project for Calhoun County, Texas

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.

COMPLAINE

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.

EQUAL OPPORTUNITY GUIDELINES FOR CONSTRUCTION CONTRACTORS

- 1. What are the responsibilities of the offeror or bidder to insure equal employment opportunity?**
The offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
- 2. Are construction contractors required to insure a comfortable working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
- 3. To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
- 4. Are construction contractors required to make special outreach efforts to minority and female recruitment sources?**
Yes, construction contractors must establish a current list of minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
- 5. Should records be maintained on the number of minority and females applying for positions with construction contractors?**
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all minority and female applicants. The documentation should also include the results of the applications submitted.
- 6. What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to the Texas Division of Emergency Management's Hazard Mitigation Grant Program.
- 7. What efforts are made by construction contractors to create entry-level positions for women and minorities?**
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for women and minorities and to meet employment needs.
- 8. Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
- 9. Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. What recruitment efforts are made for minorities and women?

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

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

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

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

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

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

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

14. What efforts are made to utilize minority and female contractors and suppliers?

None, however records are kept of all offers to minority and female construction contractors.

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

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

16. Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?

Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

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

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

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

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

STANDARD FORM OF AGREEMENT FOR MATERIALS CONTRACT

THIS AGREEMENT made this the _____ day of _____, **2024**, by and between _____ (a corporation organized and existing under the laws of the State of _____) (a partnership consisting of _____) (an individual trading as _____) hereinafter called the "Contractor", and **CALHOUN COUNTY** hereinafter called the "County."

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **Bid Number 2024.10 – Annex Building Roof Improvements Project for Calhoun County, Texas**, for the County, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by G&W Engineers, Inc., acting and in these contract documents preparation.

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

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

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

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

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

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

(The Contractor)

By _____

Name/Title _____

CALHOUN COUNTY
(County)

By _____

Name/Title: Richard H. Meyer, County Judge

Corporate Certifications

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

Corporate
Seal

(Corporate Secretary)

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

GENERAL CONTRACT CONDITIONS FOR EQUIPMENT AND MATERIALS

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with ACND funds and is subject to all applicable laws and regulations.
- (b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth

2. Definitions

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

- (a) The term "Contract" means the Contract executed between the Calhoun County, hereinafter called the "County" and _____ (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

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

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in County Bond funded contracts.
- (b) No proposed subcontractor shall be disapproved by the county except for cause.
- (c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

5. Fitting and Coordination of Work

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

6. Payments to Contractor

- (a) Partial Payments

1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the County and Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the County.

2) Monthly or partial payments made by the County to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

(b) Final Payment

1) After final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

2) Before paying the final estimate, County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

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

(c) Payments Subject to Submission of Certificates

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

(d) Withholding Payments

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

7. Changes in the Work

(a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

(c) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%) for Counties and 25% for municipalities but only with the contractor's written consent.

(d) Each change order shall include in its final form:

- 1) A detailed description of the change in the work.
- 2) The Contractor's proposal (if any) or a confirmed copy thereof.
- 3) A definite statement as to the resulting change in the contract price and/or time.
- 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

(a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.

(d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

(a) Right of the County to Terminate Contract for Convenience

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

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this

Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

(b) Right of the County to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County for any excess cost incurred. In such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$300.00 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

(d) Excusable Delays.

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

10. Assignment or Novation

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

11. Technical Specifications and Drawings

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

12. Shop Drawings

(a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 3 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

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

(c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing or shop drawing review/approval.

13. Requests for Supplementary Information

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

14. Materials and Workmanship

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

(b) The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

(e) The County may require the Contractor to dismiss from the work such employee or employees as the County may deem unqualified.

15. Samples, Certificates and Tests

(a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the County, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the County. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

(b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the County in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

(c) Approval of any materials shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the County will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the County will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

(d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the County;
- 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
- 4) The County will pay all other expenses.

16. Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

(b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.

(c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

(d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

(e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

(f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.

(c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

(a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.

(b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.

(d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

(e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

(f) The contractor shall at all times conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

19. Sanitary Facilities

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

20. Use of Premises

(a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.

(b) The Contractor shall comply with all reasonable instructions of the County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

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

22. Inspection

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

(b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

(c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.

(d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.

(e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

(f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by County

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

24. Final Inspection

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

25. Ownership and Use of Documents

All documents prepared by the Contractor in connection with this Agreement are the property of the County. The contractor will deliver its records and supporting documentation relating to this agreement to the County upon close-out of the projects and the County shall thenceforth be responsible for the maintenance of such records and documents.

26. Deduction for Uncorrected Work

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

27. Insurance

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

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

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

- (b)1. CONTRACTOR shall have, (or purchase) and shall maintain in force during the duration of the Work, coverage for the hazard of explosion, collapse and underground shall be

included. Coverage for independent contractor's liability, contractual liability, products/completed operations liability, personal injury and broad form property damage shall also be included. Completed operations liability shall be kept in force for at least one (1) year after the date of final completion. Coverages shall have at least the following limits.

A.	General Aggregate	\$2,000,000
B.	Products-Completed Operations Aggregate	\$1,000,000
C.	Personal and Advertising Injury	\$1,000,000
D.	Each Occurrence	\$1,000,000
E.	Fire Damage	\$ 50,000

(b)2. **ADDITIONAL Insured**

ALL POLICIES (Except for Workman's Compensation/Employers Liability) will name **Calhoun County as an additional insured for all insurance requirements**, by policy endorsement, along with **County's Employees and OWNER's Engineer as ADDITIONAL INSURED** and must provide coverage to the maximum extent permitted by law. The additional insured endorsements shall be on the ISO CG2010 11185 form or CG 2010 (10/93) in combination with CG 2037 of CG 2033, or suitable form equivalent.

(b)3. **Automobile Liability**

CONTRACTOR shall have (or purchase) and shall maintain in force, for the duration of the Work, coverage cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular Contract. Coverage shall have at least the following limit

Combined Single Limit	\$1,000,000
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(b)4. **Builders Risk Insurance**

CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for, but not limited to, fire, lightning, windstorm, tornado, hurricane, and hail. Coverage shall be in the amount of 100 percent complete value basis on the insurable portions of the project for the benefit of OWNER, CONTRACTOR, and all subcontractors, as their interests may appear.

(b)5. **Deductible**

No deductible on any coverage in excess of \$500.00 per occurrence is acceptable.

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

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

28. Warranty of Title

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

29. Warranty of Workmanship and Materials

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

30. Job Offices

(a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.

(b) Upon completion of the improvements, or as directed by the County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

31. Partial Use of Site Improvements

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

(a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

32. Local Program Liaison

For purposes of this Agreement, the County Commissioner Pct. 1 and County Judge will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

33. Equal Opportunity Clause

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

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

34. Affirmative Action for Workers with Disabilities

The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

36. Non-Segregated Facilities

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

37. Contract Documents and Drawings

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

38. Contract Period

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

39. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of **Three Hundred Dollars (\$ 300.00)** as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

40. Age Discrimination Act of 1975

Contractor shall comply with the Age Discrimination Act of 503 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

41. Resolution of Program Non-Compliance and Disallowed Costs

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

to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

42. Program Fraud and False /Fraudulent Statements or Related Acts

The Contractor acknowledges that 21 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

43. Retention of Records.

(a) The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

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

44. Access to Records.

(a) The contractor agrees to provide the County, the Comptroller General of the United States, the Texas State Auditor, or any of its duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

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

(c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) The contractor agrees to provide the County or his authorized representatives access to construction or other work

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

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

46. Gender Neutral - Gender References

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

47. Conflicts of interest.

(a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of award between the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

(b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

(c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

48. Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements (See attached certification regarding lobbying).

Contractor shall file the required certification. The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

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.

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

49. Assignability.

The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto: Provided, however, that claims for money by the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

50. Civil Rights Act of 1964.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

51. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

52. Solid Waste Disposal Act

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

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

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

54. Verification No Boycott Israel

As required by Chapter 2271, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

55. Foreign Terrorist Organizations.

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

56. Nondiscrimination

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse;
- (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and
- (j) the requirements of any other nondiscrimination statute(s) which may apply to this agreement.

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not

debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County

may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

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

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease or if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease or name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

#4 Fill in the correct information if this applies

OR

#5 Mark an X in the Box if this applies

#6 Fill in the correct information, submit and print

After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas
POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

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.

ATTORNEY'S REVIEW CERTIFICATION

BID NUMBER 2024.10 – Annex Building Roof Improvements Project for Calhoun County, Texas

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

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

Attorney's signature: _____ Date: _____

Print Attorney's name: _____

Texas State Bar Number: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

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

and _____
(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

Calhoun County, Texas
(Name of Recipient)

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

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

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

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

Bid Number 2024.10 – Annex Building Roof Improvements Project for Calhoun County, Texas
(Project Name)

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

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

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

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

ATTEST:

(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Witness as to Surety)

By _____
(Attorney in Fact)

(Address)

(Address)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

Calhoun County, Texas

(Name of Grant Recipient)

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

(Grant Recipient's Address)

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

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

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

Bid Number 2024.10 – Annex Building Roof Improvements Project for Calhoun County, Texas

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

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

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

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

ATTEST:

(Principal)

(Principal Secretary) By _____(s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Witness as to Surety)

By _____
(Attorney in Fact)

(Address)

(Address)

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

[INSERT Contractor's Liability Insurance]

TECHNICAL SPECIFICATIONS

FOR THE

BID NUMBER 2024.10

ANNEX BUILDING ROOF IMPROVEMENTS PROJECT

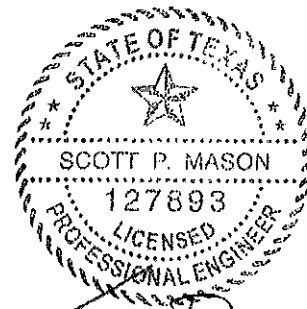
FOR

CALHOUN COUNTY, TEXAS

SEPTEMBER 2024

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

Approved By:



Scott P. Mason, P.E.

Scott P. Mason, P.E.
Texas Serial No. 127893
Date: 09.24.24

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01025 - APPLICATION FOR PAYMENT REQUIREMENTS

In order for CONTRACTOR to receive Progress Payments under the Contract, the following items shall be submitted to ENGINEER for review.

- a. An Application for Payment, certified and sworn as correct by CONTRACTOR, in accordance with Article 14.02.A.1 of the General Conditions, unless otherwise amended by the Supplementary Conditions,
- b. A sworn certification of no claims and appropriate waivers of liens in accordance with Article 14.02.A.2 of the General Conditions, unless otherwise amended by the Supplementary Conditions.

Such certification and waivers shall be as found herein as the "CONTRACTOR's CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT", and if applicable, the "SUBCONTRACTOR's CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT".

CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NUMBER 2024.10 – ANNEX BUILDING ROOF IMPROVEMENTS PROJECT
FOR CALHOUN COUNTY, TEXAS**

Job No. **5310.026**

On receipt by the signer of this document of a check from **CALHOUN COUNTY** (*maker of check*) in the sum of \$ _____ payable to _____ (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of **CALHOUN COUNTY** (*owner*) located at 201 West Austin Street, Port Lavaca, Texas to the following extent: **BID NUMBER 2024.10 – ANNEX BUILDING ROOF IMPROVEMENTS PROJECT FOR CALHOUN COUNTY, TEXAS** (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **CALHOUN COUNTY** (*person with whom signer contracted*) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

(CONTRACTOR'S NAME)

Signed By: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____,
on _____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas

SUBCONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NUMBER 2024.10 – ANNEX BUILDING ROOF IMPROVEMENTS PROJECT
FOR CALHOUN COUNTY, TEXAS**

Job No. **5310.026**

On receipt by the signer of this document of a check from _____ (*maker of check*) in the sum of \$ _____ payable to _____ (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easement of **CALHOUN COUNTY** (*owner*) located at 201 West Austin Street, Port Lavaca, Texas (location) to the following extent **BID NUMBER 2024.10 – ANNEX BUILDING ROOF IMPROVEMENTS PROJECT FOR CALHOUN COUNTY, TEXAS** (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (*person with whom signer contracted*) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

(SUBCONTRACTOR'S NAME)

Signed By: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____, on
_____, 20____, to certify which witness my hand and seal of office.

Notary Public, State of Texas

END OF SECTION

01025-5

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

.01 GENERAL:

- a. Submit shop drawings, product data and samples required by specification sections.
- b. Shop drawings, product data and samples are not considered a part of Contract Documents.
- c. Schedule submissions at least 10 days before reviewed submittals will be needed.

.02 CONTRACTOR RESPONSIBILITIES:

- a. Review shop drawings, project data and samples prior to submission.
- b. Verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and other data.
 - 4. Conformance with submission requirements.
- c. Coordinate each submittal with Contract Documents and the work requirements to prevent any delay in the work.
- d. CONTRACTOR's responsibility for errors and omissions is not relieved by ENGINEER's review of submittals.
- e. At time of submission and in writing, notify ENGINEER of submittal deviations from Contract Documents.
- f. CONTRACTOR's responsibility for deviations from Contract Documents is not relieved by ENGINEER's review of submittals, unless ENGINEER gives written acceptance of specific deviations.
- g. Begin no Work related to submittals until return of submittals with ENGINEER's stamp and initials or signature indicating review.
- h. Distribute copies after ENGINEER's review.

.03 ENGINEER'S DUTIES:

- a. Review submittals with reasonable promptness to prevent any delay in the Work.
- b. Review for conformance with:
 - 1. Design concept of project.
 - 2. Contract Documents.
- c. Review of a separate item does not constitute review of an assembly in which the item functions.
- d. Return to CONTRACTOR those submittals which do not meet the requirements and require correction and resubmission.
- e. Affix stamp and initials or signature certifying review of submittal.
- f. Return reviewed submittals to CONTRACTOR for distribution.

.04 PREPARATION REQUIREMENTS:

- a. Shop Drawings:
 - 1. Preparation by a qualified detailer.
 - 2. Sheet size same as Contract Drawings.
 - 3. Identify details by reference to sheet and detail numbers on Contract Drawings.
 - 4. Include on the drawing all information required for submission or prepare a transmittal letter.
 - 5. Prepare one reproducible transparency and one opaque print of each shop drawing.
- b. Product Data:
 - 1. Modify manufacturer's standard schematic drawings to delete or supplement information as applicable.
 - 2. For manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other descriptive data:
 - (a) Clearly mark each copy to identify pertinent materials, products or models.
 - (b) Show dimensions and clearances required.

- (c) Show performance characteristics and capacities.
 - (d) Show wiring diagrams and controls.
- 3. Include on the data all information required for submission or prepare a transmittal letter.
- 4. Prepare number of copies which the CONTRACTOR requires for distribution plus two copies to be retained by ENGINEER.
- c. Samples:
 - 1. Obtain office samples of sufficient size and quantity to clearly illustrate:
 - (a) Functional characteristics of products or materials with integrally related parts and attachment devices.
 - (b) Full range of color samples.
 - 2. Erect field samples and mock-ups at the project site in an acceptable location. Construct each sample complete, including work of all trades required in finished work.
 - 3. Include on transmittal letter all information required for submission.
 - 4. Prepare the number of samples specified in specification sections.

.05 SUBMISSION REQUIREMENTS:

- a. Submit shop drawings, product data and samples in the form and quantity specified.
- b. Accompany submittals with a transmittal letter in duplicate, as required.
- c. Include the following information for each submittal:
 - 1. Date and revision dates.
 - 2. Project title and number.
 - 3. The names of:
 - (a) ENGINEER
 - (b) CONTRACTOR
 - (c) Subcontractor
 - (d) Supplier
 - (e) Manufacturer
 - (f) Separate detailer when pertinent.

4. Identification of product or material.
5. Relation to adjacent structure of materials.
6. Field dimensions clearly identified as such.
7. Specification section number.
8. Applicable standards, such as ASTM number or Federal Specification.
9. A blank space, 4" x 4", for ENGINEER's review stamp.
10. Identification of deviations from Contract Documents.
11. CONTRACTOR's stamp, initialed or signed, certifying review of submittal, verification of field measurements and compliance with Contract Documents.

.06 RESUBMISSION REQUIREMENTS:

a. Shop Drawings:

1. Revise initial drawings as required and resubmit as specified for initial submittal.
2. Indicate on drawings any changes which have been made other than those requested by ENGINEER.

b. Product Data and Samples:

Submit new data and samples as required for initial submission.

.07 DISTRIBUTION AFTER REVIEW:

- a. Distribute copies of shop drawings and product data which carry ENGINEER's stamp to:
 1. CONTRACTOR's file
 2. Job site file
 3. Record document file
 4. Other prime CONTRACTORS
 5. Subcontractors
 6. Supplier
 7. Fabricator
- b. Distribute samples as directed. After review, samples may be used in construction.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01410 - INSPECTION, TESTING AND GUARANTEE

.01 GENERAL:

These requirements supplement those provided under Article 13 of the General Conditions.

.02 INSPECTION:

- a. Inspector: A representative of ENGINEER or OWNER will be assigned authority to observe and inspect the Work.
- b. Working Days: Inspectors are not required to work on Saturdays, Sundays or legal holidays. If CONTRACTOR plans work on a Saturday, Sunday or legal holiday, prior arrangements should be made for an inspector not later than 48 hours on the working days before the Saturday, Sunday or legal holiday.
- c. Uninspected Work: Any Work performed on Saturday, Sunday, or a legal holiday without benefit of any inspection may require removal and replacement if directed by ENGINEER. Removal and replacement will be completed at no additional cost.

.03 TESTING:

- a. The cost of preparing and testing, and the cost of other laboratory services required for establishing the concrete mix, and redesigning the mix, if necessary, shall be borne by CONTRACTOR. These tests shall also include, but not necessarily limited to: Compaction Testing, Concrete Strength Testing, Concrete Slump Testing, Subgrade Stabilization Depth Testing, Subgrade Gradation Testing, Base Material Testing, Asphalt Placement Testing and Density Testing.
- b. CONTRACTOR shall furnish at his own expense, suitable evidence that all the materials he proposes to incorporate into the Work are in accordance with the Specifications. Mill tests for reinforcing steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturer's or supplier's test results will be acceptable for such items as pipe and fittings, when it is definite that the materials being furnished is that to which the test results apply. Should CONTRACTOR fail to provide the above information, ENGINEER shall have the right to require tests to be made by OWNER's laboratory to obtain the information and the cost therefore shall be borne by CONTRACTOR.

- c. In any event, ENGINEER may have further tests made by commercial laboratory, or may make tests himself, to ensure that the Specifications are complied with by CONTRACTOR. Costs of these tests will be borne by CONTRACTOR. Should OWNER wish to have a third-party testing performed to confirm test results supplied by CONTRACTOR then those tests shall be paid for by OWNER, unless those results come back with unsatisfactory construction and/or materials. Should results come back unsatisfactory then the cost associated with the OWNER's testing shall be paid for by CONTRACTOR and retested at CONTRACTOR's expense. Work shall not commence further until OWNER and ENGINEER are provided evidence showing that unsatisfactory results and areas have been addressed and receiving passing results.

.04 GUARANTEE:

- a. CONTRACTOR shall deliver to ENGINEER upon completion of all Work under the Contract his written guarantee, in the form of SECTION 01700 - CONTRACT CLOSEOUT REQUIREMENTS, made out to OWNER, guaranteeing all of the Work under the Contract to be free from faulty materials in every particular and free from improper workmanship; and against injury from proper and usual wear; and agreeing to replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect; and to make good all damage caused to other Work or materials, due to such required replacement or re-execution. This guarantee shall be made to cover a period of one (1) year from the date of completion of all Work under this Contract, as evidenced by ENGINEER's final certificate. This guarantee must be furnished to ENGINEER and approved by ENGINEER before acceptance and final payment is made.
- b. CONTRACTOR shall provide OWNER with copies of all guarantees or warranties which have been made to CONTRACTOR by suppliers or subcontractors as required hereunder, together with an assignment of such warranties and guarantees to OWNER; however, such assignment shall not relieve CONTRACTOR of the responsibility (stated in subparagraph a. above) in case of failure of subcontractors or suppliers to fulfill the provisions of such warranties or guarantees.
- c. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve CONTRACTOR of responsibility for neglect of faulty materials or workmanship during the period covered by the guarantee.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01700 -CONTRACT CLOSEOUT REQUIREMENTS

Before final acceptance by OWNER, the following items must be submitted and accepted by ENGINEER:

- a. Final Inspection completed
- b. Bound manuals of servicing or operating instructions with recommended lubricants for all equipment
- c. CONTRACTOR's Guarantee.

CONTRACTOR shall deliver to OWNER, upon completion of all Work, his written guarantee, found herein as "CONTRACTOR'S GUARANTEE".

This guarantee shall be made to cover a period of one (1) year from the date of completion of all Work, and must be furnished to and approved by OWNER before acceptance and final payment is made.

Neither the final payment, nor any provision stated above, shall relieve CONTRACTOR of responsibility for neglect of faulty materials or workmanship during the period covered by the guarantee.

- d. All other guarantees and warranties properly assigned to OWNER

CONTRACTOR shall provide OWNER with copies of all guarantees or warranties which have been made to CONTRACTOR by suppliers or subcontractors, together with an assignment of such warranties and guarantees to OWNER; however, such assignment shall not relieve CONTRACTOR of the responsibility (stated in his guarantee) in case of failure of subcontractors or suppliers to fulfill the provisions of such warranties or guarantees.

Neither the final payment, nor any provision stated above, shall relieve CONTRACTOR of responsibility for neglect of faulty materials or workmanship during the period covered by the guarantee.

- e. CONTRACTOR's Conditional Waiver and Release on Final Payment

CONTRACTOR shall deliver to OWNER, upon completion of all Work, a final sworn certification of no claims and waiver of liens in accordance with Article 14.07 of the General Conditions, unless otherwise amended by the Supplementary Conditions.

Such certification and waiver shall be found herein as the "CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT", and if applicable, the "SUBCONTRACTOR'S CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT".

- f. Final Application for Payment.

CONTRACTOR'S GUARANTEE

I, _____, being _____ of _____ (hereinafter called "CONTRACTOR"), do hereby make the following statements to **CALHOUN COUNTY** (hereinafter called "OWNER") in relation to the completed project known as **BID NUMBER 2024.10 – ANNEX BUILDING ROOF IMPROVEMENTS PROJECT FOR CALHOUN COUNTY, TEXAS.**

I guarantee...

That all of the completed Work is free from faulty materials in every particular,

That all of the completed Work is free from improper workmanship, and

That no injury will occur from proper and usual wear,

That OWNER has been assigned all guarantees and/or warranties originally made to CONTRACTOR by suppliers and subcontractors, if any. (Such assignment does not relieve CONTRACTOR of the responsibility stated in each guarantee and/or warranty in case of failure of suppliers or subcontractors to fulfill the provisions of such guarantees and/or warranties.)

I agree...

That the execution of the final certificate or the receipt of the final payment does not relieve CONTRACTOR of the responsibility for neglect of faulty materials or workmanship during the period covered by this Guarantee,

To replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect, and

To make good all damage caused to other Work or materials, due to such required replacement or re-execution.

This Guarantee is in effect as of the _____ day of _____, 20____, and shall cover a period of **ONE (1) FULL YEAR** from said effective date.

(CONTRACTOR)

Signed By: _____

Print Name/Title: _____

Date: _____

**CONTRACTOR'S CONDITIONAL WAIVER AND
RELEASE ON FINAL PAYMENT**

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NUMBER 2024.10 – ANNEX BUILDING ROOF IMPROVEMENTS
PROJECT FOR CALHOUN COUNTY, TEXAS.**

Job No. **5310.026**

On receipt by the signer of this document of a check from **CALHOUN COUNTY**
(*maker of check*) in the sum of \$_____ payable to
_____ (*payee or payees of check*)
and when the check has been properly endorsed and has been paid by the bank on which
it is drawn, this document becomes effective to release any mechanic's lien right, any
right arising from a payment bond that complies with a state or federal statute, any
common law payment bond right, any claim for payment, and any rights under any
similar ordinance, rule, or statute related to claim or payment rights for persons in the
signer's position that the signer has on the property or easements of **CALHOUN
COUNTY** (*owner*) located at 201 West Austin Street, Port Lavaca, Texas (*location*) to
the following extent: **BID NUMBER 2024.10 – ANNEX BUILDING ROOF
IMPROVEMENTS PROJECT FOR CALHOUN COUNTY, TEXAS.** (*job description*).

This release covers the final payment to the signer for all labor, services,
equipment, or materials furnished to the property or to **CALHOUN COUNTY** (*person
with whom signer contracted*).

Before any recipient of this document relies on this document, the recipient should
verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received
from this final payment to promptly pay in full all of the signer's laborers, subcontractors,
materialmen, and suppliers for all work, materials, equipment, or services provided for or
to the above referenced project up to the date of this waiver and release.

(CONTRACTOR)

Signed By: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____,
on _____, 20____, to certify which witness my hand and seal of
office.

Notary Public, State of Texas

My Commission Expires: _____

**SUBCONTRACTOR's CONDITIONAL WAIVER AND
RELEASE ON FINAL PAYMENT**

THE STATE OF TEXAS §
COUNTY OF _____ §

Project: **BID NUMBER 2024.10 – ANNEX BUILDING ROOF IMPROVEMENTS
PROJECT FOR CALHOUN COUNTY, TEXAS.**

Job No. **5310.026**

On receipt by the signer of this document of a check from _____
_____ (*maker of check*) in the sum of
\$ _____ payable to _____
_____ (*payee or payees of check*) and when the check has been properly endorsed and has been
paid by the bank on which it is drawn, this document becomes effective to release any
mechanic's lien right, any right arising from a payment bond that complies with a state or
federal statute, any common law payment bond right, any claim for payment, and any
rights under any similar ordinance, rule, or statute related to claim or payment rights for
persons in the signer's position that the signer has on the property or easements of
CALHOUN COUNTY (*owner*) located at 201 West Austin Street, Port Lavaca, Texas
(*location*) to the following extent: **BID NUMBER 2024.10 – ANNEX BUILDING ROOF
IMPROVEMENTS PROJECT FOR CALHOUN COUNTY, TEXAS** (*job description*).

This release covers the final payment to the signer for all labor, services,
equipment, or materials furnished to the property or to _____
(*person with whom signer contracted*).

Before any recipient of this document relies on this document, the recipient should
verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received
from this final payment to promptly pay in full all of the signer's laborers, subcontractors,
materialmen, and suppliers for all work, materials, equipment, or services provided for or
to the above referenced project up to the date of this waiver and release.

(SUBCONTRACTOR)

Signed By: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____,
on _____, 20____, to certify which witness my hand and seal of
office.

Notary Public, State of Texas

My Commission Expires: _____

**END OF SECTION
END OF DIVISION**

DIVISION 2 - SITE WORK

SECTION 02505 - GRAVEL SURFACED AREAS

.01 GENERAL:

This Work includes the performance of all operations necessary for the placement and compaction of a gravel surfaced area at locations designated on Contract Drawings.

.02 MATERIALS:

Surface material for the area shall be crushed stone or crushed or uncrushed gravel mixed with approved binder and shall be Type A or B, Grade 2 material conforming to Item 247, "Flexible Base" of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, as adopted by the Texas Department of Transportation (November 2014 edition).

.03 CONSTRUCTION METHODS:

- a. Entire area to be surfaced shall be stripped in accordance with Section 02110 - Clearing and Finish Grading of these Specifications.
- b. Cut and fill as required to bring stripped surface to appropriate subgrade to accept surface material. All fill material shall be approved by ENGINEER. Compact entire area over which surface material is to be placed by sheep-foot rollers or other approved method to provide a uniform compaction of 95% modified density in accordance with ASTM Standard 1557.
- c. Surface material deposited upon subgrade shall be spread and shaped the same day. Surface material shall be deposited, mixed and shaped in such a manner as to prevent "nests" of segregated coarse or fine material. Thickness of the finished surface material shall be not less than eight inches (8") compacted in place. Material shall be compacted by approved methods to obtain uniform compaction of 95% modified density. Material shall be watered or dried to provide a moisture content between optimum moisture and five percent (5%) above optimum moisture during compaction process. Finished surface shall be a smooth, graded surface satisfactory to ENGINEER and shall transition to existing surrounding surface elevations.

END OF SECTION

DIVISION 5 - METALS

SECTION 05500 - MISCELLANEOUS METAL

.01 GENERAL:

This work includes furnishing all materials and equipment, and performing all operations necessary as indicated on the drawings and as specified herein.

- a. Scope: Include fabricated steel items of thickness greater than 18 ga. sheet metal that are not part of other metal systems. Include non-ferrous items listed, and light gauge structural framing.
- b. Shop Drawings: Submit for review. Completeness shall be sufficient to indicate compliance with the Contract Documents and to correlate with other materials.

.02 MATERIALS: (STEEL)

- a. Structural Shapes, Bars: New billet, medium grade ASTM A 36.
- b. Bars, Plates: Same except cold-rolled, ASTM A 180.
- c. Structural Tubular: Square or rectangular, ASTM A 501; pipe, ASTM A 120.
- d. Sheets: Cold-rolled, ASTM A 366.
- e. Bar-Size: Hot rolled, ASTM A 575.
- f. Tubing: Cold-Drawn, ASTM A 512.
- g. Steel Joists: As indicated on drawings.

.03 STEEL SHOP PRIMER:

- a. Locations: Typical. Unless otherwise noted on the drawings.
- b. Minimum Preparation: Remove loose mill scale, loose rust and other foreign materials to the standards SSPC SP-2 and SP-1.
- c. Acceptable Primers: Any primer that meets Federal or SSPC specifications for use over the specified preparation. Two such primers are Fed. Spec. TT-P-86 Type I or Type II, SSPC-Paint 4-64T or TT-P-636c iron oxide zinc chromate alkyd primer.
- d. Primer Thickness: 2.0 mils dry film thickness, except for minor deficiencies.

END OF SECTION

SECTION 01 7850.1 – APPLICATOR WARRANTY

WHEREAS

[PRINT OR TYPE FULL NAME OF PROPRIETORSHIP, PARTNERSHIP, CORPORATION, OR JOINT VENTURE]

OF (ADDRESS): _____

HEREIN CALLED THE "CONTRACTOR", HAS PERFORMED ROOFING AND ASSOCIATED WORK ON THE FOLLOWING PROJECT.

OWNER: _____

ADDRESS: _____

BUILDING NAME AND AREAS: _____

BUILDING ADDRESS: _____

AREA (S) OF WORK: _____ DATE OF ACCEPTANCE: _____

WARRANTY PERIOD: _____ DATE OF EXPIRATION: _____

AND WHEREAS THE CONTRACTOR HAS CONTRACTED WITH OWNER TO WARRANT SAID WORK AGAINST LEAKS AND FAULTY OR DEFECTIVE MATERIALS AND WORKMANSHIP FOR DESIGNATED WARRANTY PERIOD.

NOW THEREFORE THE CONTRACTOR HEREBY WARRANTS, SUBJECT TO TERMS AND CONDITIONS HEREIN SET FORTH, THAT DURING WARRANTY PERIOD HE WILL AT HIS OWN COST AND EXPENSE, MAKE OR CAUSE TO BE MADE SUCH REPAIRS TO OR REPLACEMENTS OF SAID WORK AS ARE NECESSARY TO CORRECT FAULTY AND DEFECTIVE WORK, AND AS ARE NECESSARY TO MAINTAIN SAID WORK IN WATERTIGHT CONDITION.

THIS WARRANTY IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. SPECIFICALLY EXCLUDED FROM THIS WARRANTY ARE DAMAGES TO WORK AND OTHER PARTS OF THE BUILDING, AND TO BUILDING CONTENTS, CAUSED BY: (A) LIGHTNING, WINDSTORM IN EXCESS OF 90 MILES PER HOUR WINDSPEED, HAILSTORM, AND OTHER UNUSUAL PHENOMENA OF THE ELEMENTS; (B) FIRE; (C) FAILURE OF ROOFING SYSTEM SUBSTRATE INCLUDING CRACKING, SETTLEMENTS, EXCESSIVE DEFLECTION, DETERIORATION, AND DECOMPOSITION; (D) FAULTY CONSTRUCTION OF VENTS, EQUIPMENT SUPPORTS, AND OTHER PENETRATIONS OF THE WORK.; (E) REPEATED VAPOR CONDENSATION ON BOTTOM OF ROOFING; AND (F) ACTIVITY ON ROOFING BY OTHER PERSONS INCLUDING CONSTRUCTION CONTRACTORS AND MAINTENANCE PERSONNEL, WHETHER AUTHORIZED OR UNAUTHORIZED BY OWNER. WHEN WORK HAS BEEN DAMAGED BY ANY OF THE FOREGOING CAUSES, WARRANTY SHALL BE NULL AND VOID UNTIL SUCH DAMAGE HAS BEEN REPAIRED BY THE CONTRACTOR, AND UNTIL COST AND EXPENSE THERE HAS BEEN PAID BY THE OWNER OR BY ANOTHER RESPONSIBLE PARTY OR DESIGNATED.

SECTION 01 7850.1 – APPLICATOR WARRANTY

2. THE CONTRACTOR IS RESPONSIBLE FOR WORK COVERED BY THIS WARRANTY, BUT IS NOT LIABLE FOR CONSEQUENTIAL DAMAGES TO BUILDING OR BUILDING CONTENTS RESULTING FROM LEAKS OR FAULTS OR DEFECTS OF WORK.
3. DURING WARRANTY PERIOD, IF THE OWNER ALLOWS ALTERATIONS OF WORK BY ANYONE OTHER THAN THE CONTRACTOR, INCLUDING CUTTING, PATCHING AND MAINTENANCE IN CONNECTION WITH PENETRATIONS, ATTACHMENT OF OTHER WORK, AND POSITIONING OF ANYTHING ON ROOF, THIS WARRANTY SHALL BECOME NULL AND VOID UPON DATE OF SAID ALTERATIONS, BUT ONLY TO EXTENT SAID ALTERATIONS AFFECT WORK COVERED BY THIS WARRANTY. IF THE OWNER ENGAGES THE CONTRACTOR TO PERFORM SAID ALTERATIONS, WARRANTY SHALL NOT BECOME NULL AND VOID, UNLESS THE CONTRACTOR, PRIOR TO PROCEEDING WITH SAID WORK, SHALL HAVE NOTIFIED THE OWNER IN WRITING THAT SAID ALTERATIONS WOULD LIKELY DAMAGE OR DETERIORATE THE WORK, THEREBY REASONABLY JUSTIFYING A LIMITATION OR TERMINATION OF THIS WARRANTY.
4. DURING WARRANTY PERIOD, IF ORIGINAL USE OF ROOF IS CHANGED AND IT BECOMES USED FOR, BUT WAS NOT ORIGINALLY SPECIFIED FOR, A PROMENADE, WORK DECK, SPRAY COOLED SURFACE, FLOODED BASIN, OR OTHER USE OR SERVICE MORE SEVERE THAN ORIGINALLY SPECIFIED, THIS WARRANTY SHALL BECOME NULL AND VOID UPON DATE OF SAID CHANGE, BUT ONLY TO EXTENT SAID CHANGES AFFECT WORK COVERED BY THIS WARRANTY.
5. THE OWNER SHALL PROMPTLY NOTIFY THE CONTRACTOR OF OBSERVED, KNOWN, OR SUSPECTED LEAKS, DEFECT OR DETERIORATION, AND SHALL AFFORD REASONABLE OPPORTUNITY FOR THE CONTRACTOR TO INSPECT THE WORK, AND TO EXAMINE EVIDENCE OF SUCH LEAKS, DEFECTS OR DETERIORATION.
6. THIS WARRANTY IS RECOGNIZED TO BE THE ONLY WARRANTY OF THE CONTRACTOR ON SAID WORK, AND SHALL NOT OPERATE TO RESTRICT OR CUT OFF THE OWNER FROM OTHER REMEDIES AND RESOURCES LAWFULLY AVAILABLE TO HIM IN CASES OF ROOFING FAILURE. SPECIFICALLY, THIS WARRANTY SHALL NOT OPERATE TO RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR PERFORMANCE OF ORIGINAL WORK.

In witness thereof, this instrument has been duly executed this _____ DAY OF _____, 20____

SIGNATURES:

CONTRACTOR:

[PRINT OR TYPE FULL NAME OF PROPRIETORSHIP, PARTNERSHIP, CORPORATION, OR JOINT VENTURE]

ORGANIZATION: ☐ PROPRIETORSHIP ☐ PARTNERSHIP ☐ CORPORATION ☐ JOINT VENTURE
[CHECK ONE] *IF JOINT VENTURE, ADD ADDITIONAL BID FORM SIGNATURE SHEETS FOR EACH JOINT VENTURE MEMBER

BY:

[SIGNATURE]

[DATE]

NAME:

[PRINT OR TYPE NAME]

[TITLE]

SECTION 01 7850.1 – APPLICATOR WARRANTY

ADDRESS:

[MAILING]

[STREET, IF DIFFERENT THAN MAILING]

TELEPHONE:

[PRINT OR TYPE TELEPHONE NUMBER]

[PRINT OR TYPE FAX NUMBER]

STATE OF INCORPORATION: (IF APPLICABLE)

END OF APPLICATOR WARRANTY

SECTION 07 0150.19 – ROOF REPLACEMENT REPAIR

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 01 Specifications Section, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Roof tear-off.
 - 2. Partial roof tear-off.
 - 3. Temporary roofing membrane (Watertight).
 - 4. Roof re-cover preparation.
 - 5. Protection of existing roofing system that is not replaced.
 - 6. Modify rooftop appurtenances where required to achieve minimum recommended heights and clearances for new roof installation.

1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Existing Membrane Roofing System: Built-up asphalt, Built-up coal-tar, SBS-modified bituminous roofing membrane, roof insulation, surfacing, and components and accessories between structural roof diaphragm/deck and top roofing membrane surfaces.
- C. Substrate Board: Rigid board or panel products placed over the roof deck that serve as thermal barriers, provide a smooth substrate, or serve as a component of a fire-resistance-rated roofing system.
- D. Roof Re-Cover Preparation: Existing roofing membrane that is to remain and be prepared for reuse.
- E. Roof Tear-Off: Removal of existing membrane roofing system from deck. Lightweight Insulating Concrete Removal: Removal of existing lightweight insulating concrete fill under existing membrane roofing system from structural deck.
- F. Partial Roof Tear-Off: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system.
- G. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

SECTION 07 0150.19 – ROOF REPLACEMENT REPARATION

H. Existing to Remain: Existing items of construction that are not indicated to be removed.

1.3 SUBMITTALS (Allowed Electronic Submittal)

- A. Product List: Submit list of proposed Products and manufacturers, including all items specified in Part 2 – Products or otherwise required by the Work.
- B. Product Data: For each type of product indicated or required to perform the Work.
1. Provide data for each required product indicating characteristics, performance criteria, mixing and preparation requirements, limitations, and Material Safety Data Sheets (MSDS) {MSDS are for the Owner and will not be reviewed by Amtech}.
- C. Demolition and Removal Procedures and Schedule: Outline all work tasks and schedule them, showing clearly when each area is to be performed. Coordinate with Owner and other contractors to avoid impact to other work Owner's occupancy.
- D. Temporary Roofing: Submit Product Data and description of temporary roofing system. If temporary roof will remain in place, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of temporary membrane, and that its inclusion will not adversely affect the roofing system's resistance to fire and wind or its FM Global rating.
- E. Test Reports:
1. Fastener Pull Test Results: Provide complete testing results in an organized and understandable format, including:
 - a. Roof plan indicating location and designation for each pullout test;
 - b. Fastener type(s), installation method(s) used, and value result for each test performed;
 - c. Type of tester (equipment) used and calibration certification by Independent Laboratory within previous 12 months.
- F. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces that might be misconstrued as having been damaged by roof replacement operations. Submit before Work begins.
- G. Landfill Records: Indicate receipt and acceptance of hazardous wastes, such as asbestos-containing material, by a landfill facility licensed to accept hazardous wastes.
- H. Roof Replacement Conference: Conduct conference at Project site to comply with requirements in Section "Project Management and Coordination." Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; deck Installer; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects roof replacement including installers of roof accessories and roof-mounted equipment.

SECTION 07 0150.19 – ROOF REPLACEMENT REPARATION

2. Methods and procedures related to roof replacement preparation, including membrane roofing system manufacturer's written instructions.
3. Temporary protection requirements for existing roofing system that is to remain, during and after installation.
4. Roof drainage during each stage of roof replacement and roof drain plugging and plug removal requirements.
5. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
6. Existing deck removal procedures and Owner notifications.
7. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
8. Structural loading limitations of deck during roof replacement.
9. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect roof replacement.
10. HVAC shutdown and sealing of air intakes.
11. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
12. Asbestos removal and discovery of asbestos-containing materials.
13. Governing regulations and requirements for insurance and certificates if applicable.
14. Existing conditions that may require notification of Architect before proceeding.

1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately below roof replacement area. Conduct roof replacement so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
 1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area.
 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated before proceeding with work over the impaired deck area.
- B. Protect buildings scheduled for roof replacement, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from roof replacement operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
 1. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
- D. Limit construction loads on roof to **200 lb** rooftop equipment wheel loads and **20 PSF** for uniformly distributed loads.
- E. Construction Drawings and Project Manual will be provided upon request for existing roofing system if available for the Contractor's reference. Contractor is responsible for conclusions derived from existing documents.
- F. Weather Limitations: Proceed with roof replacement preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

SECTION 07 0150.19 – ROOF REPLACEMENT REPARATION

- G. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work. Reference Asbestos Report 01 9000.
1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during roof replacement, by methods and with materials so as not to void existing roofing system warranty. Notify warrantor before proceeding.
1. Notify warrantor of existing roofing system on completion of roof replacement, and obtain documentation verifying that existing roofing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PARTS 2 – PRODUCTS

2.1 INFILL MATERIALS

- A. Use infill materials matching existing membrane roofing system materials, unless otherwise indicated.
- B. Deck Repair Materials:
1. Steel Deck: Match existing deck in design, profile, gage and finish. Deck to nest into existing deck with trimmed edges.
 2. Wood Deck: Match existing deck in design, profile, thickness and finish. Deck to nest into existing deck with trimmed edges.
- C. All Decks: Align top plane with existing deck.
- D. Curbs and Support Members: Wood or metal curbs and support items as indicated and required for existing conditions.
- E. Miscellaneous Metals: Conform to existing Products and installations.
- F. Plumbing and Mechanical Piping: Match existing where practical and conform to products and execution specified in Division 22 Section "Common Work Results for Plumbing".
- G. Mechanical Equipment: Match existing where practical and conform to products and execution specified in Division 23 Section "Common Work Results for HVAC".
- H. Electrical Fixtures and Equipment: Match existing where practical and conform to products and execution specified in Division 26 Section "Common Work Results for Electrical".

2.2 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are responsibilities of Contractor.
1. Materials selection and design of temporary roofing to be acceptable to selected roofing materials manufacturer.

2.2 AUXILIARY ROOF REPLACEMENT MATERIALS

SECTION 07 0150.19 – ROOF REPLACEMENT REPARATION

- A. **General:** Auxiliary roof replacement preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new membrane roofing system.
- B. **Base Sheet Fasteners:** Capped head, factory-coated steel fasteners, listed in FMG's "Approval Guide".
- C. **Metal Flashing Sheet:** Metal flashing sheet is specified in Division 07 Section "Sheet Metal Flashing and Trim."

PART 2 – EXECUTION

3.1 EXMAINATION

- A. Verify that areas to be demolished are clear of encumbrances.
- B. Examine existing mechanical and electrical items to determine conditions and operability.
- C. Verify existing roof drains and drain piping are clear of debris, open and functional, that piping is properly connected and sealed to drain bowls and all drain components are in serviceable condition.
- D. Notify Owner's Representative in writing of any inoperable items or unsafe conditions.
- E. Beginning work indicates acceptance of existing conditions, including operability of mechanical and electrical items.

3.2 PREPARATION

- A. Protect existing membrane roofing system that is indicated not to be reroofed.
 - 1. Loosely lay 1-inch- minimum thick, molded expanded polystyrene (MEPS) insulation over the roofing membrane in areas indicated. Loosely lay 15/32-inch plywood or OSB panels over MEPS. Extend MEPS past edges of plywood or OSB panels a minimum of 1 inch.
 - 2. Limit traffic and material storage to areas of existing roofing membrane that have been protected.
 - 3. Maintain temporary protection and leave in place until replacement roofing has been completed.
- B. Prevent movement or settlement of adjacent structures and paving. Provide bracing and shoring.
- C. Protect existing landscaping materials, appurtenances, structures, paving, roofing and siding, roof mounted equipment, roof deck and structures which are not to be demolished.
- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with roof replacement work that could affect indoor air quality or activate smoke detectors in the ductwork.
- E. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- F. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
 - 1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

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- G. Verify that rooftop utilities and service piping have been shut off before beginning the Work.

3.3 FASTENER PULL-OUT TESTING

- A. Perform fastener pull-out tests according to SPRI FX-1 and submit test report to membrane manufacturer to determine fastener pattern required to resist uplift pressure at corners, perimeter, and field of roof as indicated Article on Performance Requirements.
1. Obtain Architect's approval to proceed with membrane manufacturer's recommended fastening pattern. Architect may furnish revised fastening pattern commensurate with pull-out test results.

3.4 ROOF TEAR-OFF

- A. General: Notify Owner each day of extent of roof tear-off proposed for that day.
- B. Remove aggregate ballast from roofing membrane.
- C. Remove loose aggregate from aggregate-surfaced built-up bituminous roofing using a power broom.
- D. Roof Tear-Off: Where indicated, remove existing roofing membrane and other membrane roofing system components down to the deck.
1. Remove cover boards, roof insulation, and substrate boards.
 2. Remove lightweight insulating concrete fill in areas where scheduled for replacement.
 3. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry. Remove unadhered bitumen and felts and wet felts.
 4. Remove excess asphalt from steel deck. A maximum of 15 lb/100 sq. ft. of asphalt is permitted to remain on steel decks.
 5. Remove fasteners from deck or cut fasteners off slightly above deck surface.
- E. Partial Roof Tear-Off: At areas scheduled for overlay, where moisture has been detected by the contractor. Remove existing roofing membrane and immediately check for presence of moisture by visually observing cover boards, roof insulation and other substrate boards that will remain.
1. Coordinate with Architect to schedule times for tests and inspections immediately after membrane removal.
 2. With an electrical capacitance moisture-detection meter, spot check substrate boards that will remain.
 3. Remove wet or damp boards and roof insulation and replace in kind.
 4. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry. Remove unadhered bitumen and felts and wet felts.
 5. Remove excess asphalt from steel deck. A maximum of 15 lb/100 sq. ft. of asphalt is permitted to remain on steel decks.
 6. Remove fasteners from deck or cut fasteners off slightly above deck surface.
- F. Do NOT use power cutting tools on materials identified as ACRM.

3.5 DECK PREPARATION

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- A. Inspect deck after tear-off of membrane roofing system.
 - 1. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263 or by pouring 1 pint of hot roofing asphalt on deck at start of each day's work and at start of each roof area or plane. Do not proceed with roofing work if moisture condenses under the plastic sheet or if asphalt test sample foams or can be easily and cleanly stripped after cooling.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.
- C. If exposed metal deck panels are observed to be corroded, immediately notify architect. Do not proceed with installation until directed by Architect.
- D. If deck surface is not suitable for receiving new roofing, or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.

3.6 DECK AND SUPPORT REPLACEMENT AND REPAIR

- A. Repair damaged and deteriorated deck as required. New Overlay deck patch to match existing. Prep and coat corroded existing steel decking with "1 Step Rust Converter" as specified in Section 09 09113.
- B. Install new deck repair materials with all edges properly supported. Secure with approved fasteners, spaced as indicated or maximum 6-inches on center.

3.7 DECK INFILL FOR ABANDONED OPENINGS

- A. Prepare openings as indicated in previous Article on Deck and Support Replacement and Repair.
- B. Infill roof deck openings where abandoned equipment is removed and not replaced.
 - 1. Install angles or "Z" clips on all sides of opening to receive new roof deck.
 - 2. Provide fire-rated thermal barrier (gypsum board, Dens-Deck®, or approved alternate) on Steel decking under polyisocyanurate insulation.
- C. Steel Deck:
 - 1. Type A: Where repair area exceeds two square feet and/or 12-inches on any side.
 - a. Remove deteriorated deck to 6-inches into non-deteriorated deck on all sides.
 - b. Prime existing deck at attachment points with rust bonding red oxide metal primer.
 - c. Install new 18-gage galvanized Steel deck of matching profile over infill area.
 - 1) Lap each end of new deck a minimum of 6-inches over existing deck.
 - 2) Lap each side of new deck a minimum of one deck flute over existing deck.
 - 3) Attach to existing deck with fasteners as recommended by deck manufacturer or as follows:
 - a) Ends: #5 TEK screws at maximum 6-inches on center or as directed.
 - b) Sides: Self-tapping sheet metal screws at maximum 6-inches on center or as directed.
 - 2. Type B: Where repair area is less than 12-inches on any side.

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- a. Remove all rust by wire brushing and apply rust bonding red oxide metal primer.
- b. Install new 18-gage galvanized sheet metal plate over infill area.
 - 1) Lap all sides of new plate a minimum of 12-inches over existing deck.
 - a) Attach to existing deck with fasteners as recommended by deck manufacturer or with self-tapping sheet metal screws at maximum 6-inches on center or as directed.

3.8 INFILL MATERIALS INSTALLATION

- A. Immediately after removal of selected portions of existing membrane roofing system, and inspection and repair of deck, if needed, fill in the tear-off areas to match existing membrane roofing system construction.
 - 1. Install new roofing membrane patch over roof infill area. If new roofing membrane is installed the same day tear-off is made, roofing membrane patch is not required.

3.9 TEMPORARY ROOF MEMBRANE

- A. After roof tear-off, mechanically attach Parabase with FM 4454 approved base sheet fasteners to the existing lightweight insulation concrete substrate using a 7x10x10x10 pattern in the field with prescribed enhancements in the perimeter and corners as approved by windstorm engineer.
- B. Torch apply Paradiene 20 TG over mechanically attached base sheet for water tightness and temporary roof membrane cover.
- C. Prepare the temporary roof to receive lightweight insulating concrete fill and new roofing membrane according to approved temporary roofing membrane proposal by patching and repairing temporary roofing membrane. Restore temporary roofing membrane to watertight condition. Obtain approval for temporary roof substrate from roofing membrane manufacturer and Architect before installing new roof.

3.10 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
 - 1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage existing curbs, counter-flashings, metal roofing panels, or other components or equipment that are to remain. Replace items damaged during removal with new Products of same design and quality.
- C. Inspect parapet sheathing for deterioration and damage. If parapet sheathing has deteriorated, immediately notify Architect.

3.11 EXISTING VENTILATORS REPLACEMENT

- A. Remove all existing non-mechanically operated vents and ventilators and replace with new Products of identical design, function, and configuration, unless otherwise indicated.
- B. Install curbs for all ventilators with a deck opening of 12-inches or greater.

3.12 EXISTING MECHANICAL AND ELECTRICAL ITEMS MODIFICATIONS

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- A. When required to achieve recommended clearances, minimum curb heights, or other modifications, disconnect, modify, and reconnect mechanical and electrical services using qualified and licensed personnel.
- B. Do not disrupt any services unless specifically approved by Owner's Representative and on-site personnel.
- C. Restore services and verify proper operational conditions to satisfaction of Owner's Representative.

3.13 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 07 0150.19

SECTION 07 5216
STYRENE-BUTADIENE-STYRENE (SBS)
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Qualifications, Standards and Materials for new roof assembly.
2. Cleaning deck surface.
3. Styrene-butadiene-styrene (SBS) modified bituminous membrane roofing.
4. Reinforced PMMA Flashing System.
5. Roof insulation (only used for systems not incorporating LWIC)
6. Traffic pads.

B. Related Sections:

1. Division 07 Section "Roof Accessories."
2. Division 07 Section "Roof Replacement Preparation" for deck repair and replacement.
3. Division 07 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counter flashings.

1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

1.4 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. C 728 – Perlite Thermal Insulation Board.
2. C 1289 - Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
3. C 1177 - Glass Mat Gypsum Substrate for Use as Sheathing.
4. D 41 - Asphalt Primer Used in Roofing.
5. D 1668 - Glass Fabrics (Woven and Treated) for Roofing and Waterproofing.
6. D 2178 - Asphalt Glass Felt Used in Roofing.
7. D 4586 - Asphalt Roof Cement - Asbestos Free.
8. D 4601 - Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
9. D 6163 - Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
10. D 6164 - Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
11. D 6298 - Fiberglass Reinforced Styrene-Butadiene-Styrene (SBS) Modified Bituminous Sheets with a Factory Applied Metal Surface

- B. American Society of Civil Engineers (ASCE): ASCE/SEI 7-10: Minimum Design Loads for Buildings and Other Structures

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- C. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- D. Underwriters' Laboratories (UL): Fire Hazard Clarifications.

1.5 **PERFORMANCE REQUIREMENTS**

- A. General Performance: Provide installed membrane roofing and base flashings that withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Provide membrane roofing system that is identical to systems have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE 7-10. WPI-8 certification through TDI or TWIA approved engineer is required.
- D. Approvals Listing: Provide membrane roofing, base flashings, and component materials that comply with requirements as part of a tested membrane roofing system, for Type I or noncombustible construction, as applicable. Identify materials with Approvals markings.
 - 1. Fire Classification: Class A
- E. Energy Performance: Provide roofing system that meet or exceed any of the following options for Reflectance and Emittance (in accordance with Table C402.3 of the 2015 International Energy Conservation Code).
 - 1. Three-year aged solar reflectance of 0.55 and 3-year aged thermal emittance of 0.75.
 - 2. Three-year aged solar reflectance index of 64.

1.6 **ACTION SUBMITTALS (Electronic Submittal Allowed)**

- A. Product List: Submit list of proposed Products and manufacturers, including all items specified in Part 2 – Products or otherwise required by the Work.
- B. Product Data: For each type of product indicated.
- C. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
 - 1. Base flashings and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Crickets, saddles, and tapered edge strips, including slopes.
 - 4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- D. Samples for Verification for the following products:
 - 1. Sheet roofing materials, including roofing membrane sheet, flashing backer sheet, membrane cap sheet, and flashing sheet, of color specified.

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2. Roof insulation.
3. Walkway pads or rolls.
4. Six insulation fasteners of each type, length, and finish.

1.7 INFORMATIONAL SUBMITTALS

- A. **Qualification Data:** For qualified Installer and manufacturer to certify and document items in Article on Quality Assurance.
- B. **Manufacturer's Certification:** Provide current letter(s) on membrane manufacturer's letterhead, signed by an authorized employee or corporate officer attesting to the following:
 1. **Products:** Certify that roofing system complies with requirements specified in "Performance Requirements" Article. Submit evidence of meeting performance requirements, including that:
 - a. Fastener patterns prescribed by manufacturer in Submittal will resist specified uplift pressures, including Safety Factor, calculated according to ASCE/SEI 7-10 for all roof zones.
 - b. Roofing system components are physically and chemically compatible for installation as designed, and;
 - c. All proposed materials, including those by other manufacturer, are acceptable to membrane manufacturer for use in system, and;
 - d. Proposed system meets all criteria for issuance of required manufacturer's warranty.
 - e. Specifically identify and define any deviations.
 2. **Installer Certificates:** Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
 3. The use of products from various manufacturers must be approved by the Primary Manufacturer of the roof system. Contractor must provide a Systems Letter where Primary Manufacturer declares that all products are compatible, and the roof system is eligible to receive a 20-year NDL Warranty for the Ultimate Wind Speed defined per ASCE 7-10 Wind Hazard Website. For example, in the case of the reinforced PMMA flashings, if a Manufacturer does not have a PMMA material among their product offerings, they must provide a system letter stating that the use of PMMA from another Manufacturer is compatible with their roof system and approving its use with their products with no effect on the 20 year NDL system warranty that is being provided by roof system manufacturer. Or, else, a substitution can be submitted, for review (following the substitution approval process outlined in the project manual).
- C. **Product Test Reports:** Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of membrane roofing system.
- D. **Research/Evaluation Reports:** For components of membrane roofing system, from the ICC-ES, TDI, Florida Product Approval, or Miami-Dade Notice of Acceptance.
- E. **Manufacturer's Installation Instructions:** Include installation sequence, special instructions and Material Safety Data Sheets (MSDS) {MSDS are for the Owner and Amtech does not review}.

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F. Daily Inspection Form: Check list document or form with signature line for Project Manager or Superintendent, signifying installation is in accordance with specified requirements, and tie-ins and temporary flashings are properly sealed at end of each working day and as otherwise required to ensure water-tightness.

G. Manufacturer's Field Reports: Summarize findings of each inspection. Indicate any discrepancies from recommended installation methods, corrective action recommended to installer, and any non-compliant or unsatisfactory conditions. Refer to Section 01 4000 "Quality Requirements" Sub Section 1.7C "Manufacturer Responsibilities" for additional requirements for manufacturer field reports.

1.8 CLOSEOUT SUBMITTALS

- A. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.
- B. Maintenance Data: For roofing system to include in maintenance manuals.
- C. Project Record Documents: Accurately record exact location of all roof membrane penetrations.
- D. Warranties: Sample of special warranties.
- E. Windstorm Certification: WPI-8 Certification issued by TDI or TWIA.
- F. Authority Having Jurisdiction: Building Permit Certificate of Completion.

1.9 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for membrane roofing system identical to that used for this Project, with minimum five years documented experience, including:

1. Minimum three projects of comparable size, using specified system, installed in the State of Texas within that five-year period.

B. Installer Qualifications: A qualified firm that has been continuously approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product for minimum of three years prior to Bid Date, and that is eligible to receive manufacturer's warranty; with minimum five years documented experience, including:

- 1. Minimum three projects of comparable size and specified systems during that time.
- 2. Personal trained and certified by local authority having jurisdiction for all torch applications

C. Workers: All roofers and laborers to be direct employees of Primary Contractor.

- 1. Project Manager and Superintendent: Minimum five years roofing experience and employed by Contractor for a minimum one year prior to Bid Date.

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2. Non-working Supervisor: Able to communicate effectively with School staff and Applicator's workers and employed by Contractor for a minimum one year prior to Bid Date.
3. Tradesmen: Minimum 50-percent of installation crew to have been employed by Contractor for a minimum six months prior to Bid Date.
4. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

D. Source Limitations: Obtain components for roofing system from or approved by roofing system manufacturer.

1. Perform Work in accordance with NRCA Manual of Roof Maintenance and Roof Repair, NRCA Roofing and Waterproofing Manual, and manufacturer's instructions.
2. Maintain one copy of each document accessible to site.
3. Install all roofing materials using personnel directly employed by Applicator (Roofing Contractor) with NDL certification from roofing material manufacturer - no Sub-Contracting permitted.
4. Assign a qualified, full time, non-working supervisor to be on Project site at all times during installation of Work.
5. Designate a responsible Project Manager or Superintendent to inspect all installed Work, particularly tie-ins and temporary flashings, at end of each working day and as otherwise required to ensure water-tightness.
6. Verify Inspection by signature on approved Daily Inspection Form signifying installation is in accordance with specified requirements.
7. Maintain and operate all equipment in accordance with equipment manufacturer's instructions.

E. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.

1.10 REGULATORY REQUIREMENTS

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- A. Conform to applicable local codes and local amendments to the IBC for roof assembly fire hazard requirements and application procedures.
- B. Provide certification of inspection confirming approval of design and installation by Authority Having Jurisdiction.
- C. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
- D. Provide certification of windstorm inspection confirming approval of design (WPI-1 or WPI-3) and installation by Authority Having Jurisdiction (WPI-8).

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
 - 1. Inspect for damage. Remove from site and replace any damaged materials.
 - 2. Store products in weather protected environment, clear of ground and moisture.
 - 3. Stand and store roll materials on end.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.
 - 1. Do not store more materials on roof than can be installed within two days, unless specifically approved otherwise.
 - 2. Maximum Allowable Loading on Roof: 20 pounds per square foot.

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1.12 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
1. Do not apply roofing membrane during inclement weather.
 2. Do not apply roofing membrane to damp or frozen deck surface.
 3. Observe wind chill and other cold weather conditions for proper bituminous application.

1.13 COORDINATION

- A. Coordinate work under provisions of Division 01 Section "Administration Requirements."
- B. Coordinate with demolition work and with work of other trades to ensure sufficient materials and manpower are available to completely replace and make watertight all roofing removed each day.
- C. Limit tear off of existing roof system and application of new base sheet (if required), including insulation, to amount that can be completely covered with new roof system by end of day.
- D. Coordinate installation of associated metal flashings, and roof-related items as work of this Section proceeds. Strip-in all flanged metal components to roof membrane with hot bitumen on same day they are installed.
- E. Schedule work to avoid storage on and traffic over finished work.
- F. Schedule installation of membrane cap sheet to minimize buck-water laps and within membrane manufacture's recommended exposure time limit.

1.14 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
1. Special warranty includes membrane roofing, base flashings, PMMA flashings, membrane roofing accessories, roof insulation, fasteners, cover boards, walkway products, roofing accessories, and other components of membrane roofing system.
 2. Warranty Period: 20 years from date of Substantial Completion.
 3. Ultimate Wind Speed: ASCE/SEI 7-10 Wind Hazard Website.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form in Division 01 "Applicator Warranty", signed by Installer, covering Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
1. Warranty Period: Two years from date of Substantial Completion.

2.1 SBS-MODIFIED ASPHALT-SHEET MATERIALS

- A. SBS-Modified Bituminous Membrane Roofing:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

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- a. Basis of Design (Base Bid): Paradiene 20/30 TG over Parabase FS (mechanically attached) by Siplast, Inc., or an approved equal.
- b. Basis of Design (Alternate 1): Paradiene 20/30 RT by Siplast, Inc., or an approved equal.
- B. Granule-Surface Roofing Membrane Cap Sheet: ASTM D 6163, Grade G, Type I or II, SBS-modified asphalt sheet (reinforced with glass fibers) or ASTM D 6164, Grade G, Type I or II, SBS-modified asphalt sheet (reinforced with polyester fabric); granular surfaced; suitable for application method specified, and as follows:
 - 1. Granule Color: To Meet the Specified Emittance and Reflectance Requirements in section 1.5, E (above).
 - 2. Basis of Design: PARADIENE 30 FR TG BW (enhanced, high performance, torch grade, SBS modified bitumen with bright white colored granule surface), or an approved equal.

2.2 BASE SHEET MATERIALS

- A. Temporary Roofing Base Sheet: ASTM D 4601, Type II, nonperforated, heavyweight, asphalt-impregnated and coated, glass-fiber base sheet.
 - 1. Basis of Design: PARABASE FS, or an approved equal.
- B. Base Sheet: ASTM D 6163, Grade S, Type I or II, SBS-modified asphalt sheet (reinforced with glass fibers) or ASTM D 6164, Grade S, Type I or II, SBS-modified asphalt sheet (reinforced with polyester fabric); smooth surfaced; suitable for application method specified.
 - 1. Basis of Design: PARADIENE 20, or an approved equal.
 - 2. Basis of Design (Alternate 1): PARADIENE 20 TS F, or an approved equal. BASE

2.3 FLASHING SHEET MATERIALS

- A. Backer Sheet: ASTM D 6163, Grade S, Type I or II, SBS-modified asphalt sheet (reinforced with glass fibers) or ASTM D 6164, Grade S, Type I or II, SBS-modified asphalt sheet (reinforced with polyester fabric); smooth surfaced; suitable for application method specified.
 - 1. Basis of Design: PARADIENE 20 TG, or an approved equal.
- B. Silver Foil Cladded Modified Bitumen Finish Ply: ASTM D 6298, foil clad SBS-modified asphalt sheet suitable for application method specified.
 - 1. Basis of Design: VERAL ALUMINUM, or an approved equal.

2.4 UNREINFORCED PMMA COATING MATERIALS (At Roof Drain and scupper sumps and under mechanical equipment.)

- A. Basis of Design: PARACOAT, or an approved equal.

2.5 REINFORCED PMMA FLASHING MATERIALS

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- A. Liquid applied, layered flashing system for use in conjunction with SBS modified bitumen roof membrane and flashing membrane systems.
 - 1. Basis of Design: PARAPRO 123 Flashing System, or an approved equal.
- B. PMMA Membrane/Flashing System Components
 - 1. Primer: Thixotropic PMMA resin for use as a bleed-blocker.
 - a. Basis of Design: PRO PRIMER R, or an approved equal.
 - 2. Catalyst: A peroxide-based reactive agent used to induce curing of acrylic resins.
 - a. Basis of Design: PRO CATAYLST LIQUID, or an approved equal.
 - 3. Resin for Flashing Applications: A flexible, polymethylmethacrylate (PMMA) based resin combined with a thixotropic agent for use in combination with fleece fabric to form a monolithic, reinforced flashing membrane.
 - a. Basis of Design: PARAPRO FLASHING, or an approved equal.
 - 4. Resin for Field Membrane Construction: A flexible, polymethylmethacrylate (PMMA) based resin for use in combination with fleece fabric to form a monolithic, reinforced roofing membrane.
 - a. Basis of Design: PARAPRO ROOF MEMBRANE, or an approved equal.
 - 5. Fleece for Membrane and Flashing Reinforcement: A non-woven, 110 g/m², needle-punched polyester fabric reinforcement as supplied by the membrane system manufacturer.
 - a. Basis of Design: PRO FLEECE, or an approved equal.

2.6 SELF-ADHERED MEMBRANE FLASHING

- A. Self-adhered membrane for metal and tile roof underlayment: A homogeneous rubberized asphalt waterproofing membrane, glass fiber reinforced with a high polymer film on the upper surface, designed for use as a metal, tile, or shingle roofing underlayment. The bottom surface of the sheet has an adhesive compound with split release film for ease of application.
 - 1. Basis of Design: Polystick MTS Plus by Polyglass, or an approved equal.

2.7 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
 - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- C. Mastic Sealant: Polyisobutylene, plain or modified bitumen; non-hardening, non-migrating, non-skinning, and nondrying.

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- D. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FMG Approvals 4470; designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
1. Mechanical Fasteners for Base Sheet (if required by windstorm engineer for perimeter and corner enhancements):
 - a. Lightweight Concrete Deck:
 - 1) Basis of Design: NVS/Zono-Tite Fasteners, or an approved equal.
 2. Mechanical Fasteners for Flexible Flashing:
 - a. Masonry: Specially heat treated, stress relieved, 1-1/4-inch length; Masonry Nail, manufactured by Simplex Nails, Inc.
 - b. Wood Blocking: Stainless steel (for fastening into ACQ treated lumber) or high carbon, zinc coated steel (for fastening into non- ACQ treated lumber); annular threaded 1-inch shank nails; with minimum 1-inch x 30 gage metal disk; Roofing Nail, manufactured by Simplex Nails, Inc.
 - c. Concrete: Power actuated fasteners, suitable for application.
 3. Mechanical Fasteners for Metal Fabrications (Support Framing): Appropriate for purpose intended, size as required to suit application and achieve positive anchorage to substrate material.
 4. Roofing Nails: Stainless steel (for fastening into ACQ treated lumber), hot-dipped galvanized or non-ferrous type (for fastening into non- ACQ treated lumber); with annular rings, size as required to suit application; minimum 11-gage with 3/8-inch diameter head.
- E. Metal Flashing Sheet: Metal flashing sheet is specified in Division 07 Section "Sheet Metal Flashing and Trim."
- F. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve, color to match roofing membrane, aggregate finish.
- G. Termination Bar: Aluminum; 1/8-inch x 1-inch bar stock, pre-drilled holes.
- H. Vents: Aluminum spun one-way breather vents. To dry substrate materials.
- I. Expansion Joint Filler:
 1. Flexible Vapor Retarder: Minimum 60 mil thick vinyl sheet or approved equal.
 2. Compressible Insulation: Fiberglass batt insulation or approved equal.
- J. Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.

2.8 ROOF INSULATION (only used for systems not incorporating LWIC)

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class I, Grade 3, felt or glass- fiber mat facer on both major surfaces.
 1. Maximum Board Size: 48 x 48-inch

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2. Minimum Board Thickness: 1-inch.
- C. Tapered Insulation: Provide factory-tapered rigid polyisocyanurate insulation boards with the same characteristics as above; fabricated to slope of 1/8-inch per 12 inches unless otherwise indicated.
 1. Cricket and Saddle Taper: 1/8, 1/4 or 1/2-inch per foot as necessitated by the edge condition
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes here indicated or required for sloping to drain. Fabricate to slopes indicated.

2.9 **INSULATION ACCESSORIES**

- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.
- B. Insulation Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer. Basis of Design: PARAFast Fasteners and plates.
 1. Length: As required for thickness of material to penetrate substrate 3/4-inch minimum.
 2. Top Plate: Metal washer/disc type, sized to meet requirements to resist wind up-lift pressures as calculated using ASCE/SEI 07-10 criteria.
 3. Color: Any exposed screw tip viewed from the interior shall best match the color of the exposed ceiling.
- C. Insulation Cant Strips: ASTM C 728, perlite insulation board.
- D. Tapered Edge Strips: ASTM C 728, perlite insulation board.
- E. Cover Board: ASTM C 1177, glass-mat, water-resistant gypsum substrate, thickness as detailed (1/2-inch minimum), factory primed.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Basis of Design: Georgia-Pacific Corporation; Dens Deck Prime, or an approved equal.
- F. Substrate Joint Tape: 6- or 8-inch-wide, coated, glass-fiber joint tape.

2.10 **WALKWAYS**

- A. Walkway Pads: Reinforced asphaltic composition pads with slip-resisting mineral-granule surface, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer.
 1. Pad Size: 30 x 60-inches, or manufacturers standard size.
 - a. Basis of Design: PARATREAD, or an approved equal.

PART 3 - EXECUTION

3.1 **EXAMINATION**

- A. Verify that surfaces and site conditions are ready to receive work and that deck is supported and secured.
- B. Verify the deck is clean and smooth, free of depressions, waves, or projections, properly sloped to drains or eaves.

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- C. Verify that deck surfaces are dry and free of snow or ice. Verify flutes of metal deck are clean and dry. Confirm deck dryness by moisture meter; maximum allowable: 12-percent.
- D. Verify that roof openings, curbs, pipes, sleeves, ducts, and vents through the roof are solidly set and wood nailing strips are in place.
- E. Beginning of installation means installer accepts existing surfaces.

3.2 **PREPARATION**

- A. Protect all building surfaces against damage from roofing work.
- B. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions and maintain free from all deleterious material during roofing operations. Remove sharp projections.
- C. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- D. Repair or replace damaged or deteriorated deck in accordance with Division 07 Section "Roof Replacement Preparation".
 - 1. LWIC Concrete Deck: Verify flatness and conditions. Where height differential is greater than 1/4-inch, smooth out transition with non-shrink grout or cementitious patching compound.

3.3 **INSULATION INSTALLATION**

- A. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- B. Install one lapped base-sheet course and mechanically fasten to substrate according to roofing system manufacturer's written instructions; lap edges 4-inches.
 - 1. Fasten base sheet to resist uplift pressure at corners, perimeter, and field of roof as determined from Fastener Pull Tests.
 - 2. If building heights and conditions dictate, fit fasteners with 3-inch or larger disks to provide required wind up-lift resistance.
 - 3. Minimum Fastener Spacing unless calculated using Fastener Pull Tests:
 - a. Laps 4-inches o.c.
 - b. Field area in four staggered rows down center at 4 inches o.c.
- C. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing membrane system with vertical surfaces or angle changes more than 45 degrees.
- D. Install tapered insulation under area of roofing to conform to slopes indicated.
- E. Lay tapered boards for a distance of 24-inches back from roof drains for positive drainage.

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- F. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4-inch with insulation.
 - 1. Cut and fit insulation within 1/4-inch of nailers, projections, and penetrations.
- G. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7-inches or more, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6-inches in each direction.
- H. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- I. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- J. Apply no more insulation than can be sealed with membrane in same day.
- K. **Mechanically Fastened Insulation:** Install cover board and polyisocyanurate insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board- type roof insulation to deck type if required by manufacturer.
 - 1. Fasten insulation to resist ASCE 07-10 calculated uplift pressures at corners, perimeter, and field of roof per drawing with 2X factor of safety.
- L. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints a minimum of 6-inches in each direction from joints of insulation below. Loosely butt cover boards together. Tape joints if required by roofing system manufacturer.

3.4 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing" and as follows:
 - 1. Deck Type: I (insulated).
 - 2. Adhering Method: T (torched).
 - 3. Number of SBS-Modified Asphalt Sheets: Three.
 - 4. Surfacing Type: M (mineral-granule-surfaced cap sheet).
- B. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Do not torch roof membrane directly to polyisocyanurate insulation (if present).
- D. Cooperate with testing and inspecting agencies engaged or required to perform services for installing roofing system.
- E. Coordinate installation of roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

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1. At end of each day's work, provide tie-offs to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt, with joints and edges sealed.
2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.

F. Substrate-Joint Penetrations: Prevent roofing adhesives from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.5 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing membrane sheet and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond eaves, installing as follows:
1. Torch applied to substrate.
 2. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
- B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
1. Repair tears and voids in laps and lapped seams not completely sealed.
 2. Apply roofing granules to cover exuded bead at laps while bead is hot.
- C. Install roofing membrane sheets so side and end laps shed water.
- D. Apply felts smooth, free from air pockets, wrinkles, fishmouths, lap joints, or tears. Do not lay any felts that buck water.
- E. Extend membrane sheet up eave strips and a minimum of 2 inches onto vertical surfaces. Torch additional ply of sheet products as recommended to act as base flashing over roofing membrane. Secure to nailing strips at 4 inches o.c.
- F. Install two glass fiber ply sheets and bitumen glaze coat for cut-off at end of day's operation. Remove cut-off before resuming roofing.
- G. Torch and seal two additional layers of glass fiber ply sheet around roof penetrations.
- H. Prohibit foot and cart traffic from newly applied felts. Do not "walk-in" plies.

3.6 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over eave strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof, secure to substrates according to roofing system manufacturer's written instructions, and as follows:
1. Prime substrates with asphalt primer if required by roofing system manufacturer.
 2. Backer Sheet Application: Adhere backer sheet to substrate in cold-applied adhesive at rate required by roofing system manufacturer.

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3. Flashing Sheet Application: Torch apply flashing sheet to substrate.
4. Maximum flashing base and top ply width: Width of roll (39-inches).
- B. Extend base flashing up walls or parapets a minimum of 8-inches above roofing membrane and 4-inches onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing at 4 inches on center.
 1. Maximum Fastener Spacing:
 - a. Wood: 4-inches on center.
 - b. Masonry or Concrete: Provide termination bars and fasten 8-inches on center
 2. Seal top termination of base flashing with a strip of glass-fiber fabric set in asphalt roofing cement.
- D. Inspect flashing seams and repair unsealed locations, voids, and fishmouths with three course seal or as recommended by membrane manufacturer.
- E. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.
- F. Coordinate installation of roof scuppers, sumps, and related flashings.
- G. Apply metallic coating over all bitumen overruns on flashing surface.
- H. Seal flashings and flanges of items penetrating membrane with calk.

3.7 PMMA FLASHING INSTALLATION

- A. Prep all surfaces and install as per manufacturer's recommendations.

3.8 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.
 1. Set walkway pads in cold-applied adhesive.
 2. Locations: Where indicated, at base and top of each roof ladder, and at each roof hatch.
 3. Install a minimum of two pads adjacent to each roof ladder, and on three sides of each roof hatch; or match width of ladder or hatch plus 12-inches each side. Set joints 6 inches apart.

3.9 TORCH APPLICATION SAFETY REQUIREMENTS

- A. Maintain a fire watch during all torching applications and for a minimum of 2-hours after torch work is completed for day.
- B. Maintain a minimum two (2) fire extinguishers of class and capacity required by local authority having jurisdiction, but not less than 20-pound capacity. Keep fire extinguishers within 25-feet of all torch activity. Provide multiple extinguishers if torching in more than one area.
- C. Provide training on proper use of fire extinguishers to all personnel used on project.
- D. Turn torches off when not actively in use. Do not place active or hot torches on any combustible materials or surfaces.

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- E. Remove torches and fuel sources from site at end of each day and when superintendent is not on premises.
- F. Secure fuel sources on roof surface to prevent tipping or falling.

3.10 FIELD QUALITY CONTROL

- A. Do not perform demolition during roofing operations.
- B. Testing Agency: Owner will engage qualified testing and/or inspecting agency to perform tests and inspections and to prepare test reports.
- C. Test Cuts: Test specimens may be removed to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:
 - 1. Approximate quantities of components within roofing membrane will be determined according to ASTM D 3617.
 - 2. Test specimens will be examined for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."
 - 3. Repair areas where test cuts were made according to roofing system manufacturer's written instructions.
- D. Field inspection and testing will be performed under provisions of Division 01 Section "Quality Requirements".
- E. Upon substantial completion, Owner may have Work inspected using infrared scanning and other appropriate means to establish conditions of completed Project.
- F. Correct identified defects or irregularities. Cut out and repair membrane defects before end of each day.
- G. Do not perform demolition during roofing operations.
- H. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
 - 1. Notify Architect and Owner 72 hours in advance of date and time of inspection.
- I. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- J. Roofing system will be considered defective if it does not pass tests and inspections.
 - 1. Perform additional testing and inspecting, at Contractor's expense, to determine if replaced or additional work complies with specified requirements.

3.11 MANUFACTURER'S FIELD SERVICES

- A. Provide manufacturer's field services under provisions of Division 01 Section "Quality Requirements."

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- B. Post Construction Inspection: Contractor and manufacturer's representative to inspect roofing installation 23 months after Substantial Completion and prior to expiration of Contractor's Warranty.

3.12 CLEANING

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by asphalt or any other source of soiling caused by work of this Section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- C. Repair or replace defaced or disfigured finished caused by work of this Section.
- D. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.13 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Division 01 Section "Temporary Facilities and Controls."
- B. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- C. Where traffic must continue over finished roof installation, protect surfaces.
 - 1. Minimum Protection: Cushion layer of insulation, minimum 1-inch thick, and one layer of plywood minimum 3/4-inch thick. Ballast plywood for site and personnel protection.
- D. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

3.14 FINAL TOUCH UP

- A. Upon completion of all roof systems, flashing, accessory work and sheet metal applications, apply two coats of approved aluminum roof coating to accessories not replaced and items as directed by Owner's Representative.
 - 1. Paint existing pipes, drain strainers, metal vents, and other accessories with Type I aluminum roof coating, or as otherwise indicated.
 - 2. Paint exposed bituminous membrane surfaces with Type II aluminum roof coating.
 - 3. Apply at recommended rate, or at a minimum rate of 3/4 to 1 gallon/square.

END OF SECTION 07 5216

SECTION 07 6200 – SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.1 REALTED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 01 Specifications, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Formed Products:
 - a. Formed roof drainage sheet metal fabrications.
 - b. Formed low-slope roof sheet metal fabrications.
 - c. Formed equipment support flashing.
 - d. Formed expansion-joint cover flashings.
 - e. Miscellaneous sheet metal accessories.
 - f. Roof Edge Fascias.
 - g. Parapet Caps.

B. Related Sections:

- 1. Division 07 Section "Roof Replacement Preparation" for removal procedures for existing materials.
- 2. Division 07 Section Styrene-Butadiene-Styrene (SBS) Modified Bituminous Roofing" for installing sheet metal flashing and trim integral with membrane roofing.
- 3. Division 07 Section "ES-1" for certification of authorized applicator for shop- fabricated edge metal flashings.
- 4. Division 07 Section "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.

1.3 REFERENCES:

A. American Society for Testing and Materials (ASTM):

- 1. A 153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- 2. A 240 - Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
- 3. A 653 - Steel Sheet, Zinc Coated, (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip process.
- 4. A 666 - Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- 5. A 755 - Steel Sheet, Metallic Coated by the Hot-Dip Process and Pre-painted by the Coil-Coating Process for Exterior Exposed Building Products.

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6. A 792 - Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
7. B 32B - Solder Metal.
8. B 749 - Lead and Lead Alloy Strip, Sheet, and Plate Products.
9. C 920 -Elastomeric Joint Sealants.
10. C 1311B - Solvent Release Sealants.
11. D 226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
12. D 1187 - Asphalt-Base Emulsions for Use as Protective Coatings for Metal.
13. D 4397 - Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications.
14. D 4586 - Asphalt Roof Cement, Asbestos-Free.
15. D 4601 - Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.

- B. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- C. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA): Architectural Sheet Metal Manual.
- D. National Association of Architectural Metal Manufacturers (NAAMM): Metal Finishes Manual for Architectural and Metal Products.

1.4 PERFORMANCE REQUIREMENTS

- A. **General:** Sheet metal flashing and trim assemblies as indicated to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. **Edge Design:** Fabricate and install parapet Copings that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist roof edge design pressure (P) as identified in ANSI/SPRI-ES-1, as calculated according to ASCE/SEI 7-16.
 1. **Building Location:** Annex Building: 201 West Austin Street. Port Lavaca, TX 77979
 - a. **Roof Surface Height:** 12 feet
 - b. **Exposure Category:** C
 - c. **Building Risk Category:** II
 - d. **Ultimate Wind Speed:** 145 mph
- C. **Thermal Movements:** Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.

SECTION 07 6200 – SHEET METAL FLASHING AND TRIM

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

- D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

1.5 ACTION SUBMITTALS

- A. Product List: Submit list of proposed Products and manufacturers, including all items specified in Part 2 – Products or otherwise required by the Work.

- B. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

- C. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:

1. Identification of material, thickness, weight, and finish for each item and location in Project.
2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
4. Details of termination points and assemblies, including fixed points.
5. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction.
6. Details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counter flashings as applicable.
7. Details of special conditions.
8. Details of connections to adjoining work.
9. Detail formed flashing and trim at a scale of not less than 3 inches per 12 inches.

- D. Samples for Initial Selection: For each type of sheet metal flashing, trim, and accessory indicated with factory-applied color finishes involving color selection.

- E. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.

1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.
3. Accessories and Miscellaneous Materials: Full-size Sample.

1.6 INFORMATION SUBMITTALS

- A. Qualification Data: For qualified fabricator.

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- B. Maintenance Data: For sheet metal flashing, trim, and accessories to include in maintenance manuals.
- C. Warranty: Sample of special warranty.

1.7 QUALITY ASSURANCE

- A. General: Work of this Section to physically protect membrane roofing, base flashings, and expansion joints from damage that would permit water leakage to building interior.
- B. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance, with three years minimum experience.
- C. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- D. Preinstallation Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
 - 2. Review methods and procedures related to sheet metal flashing and trim.
 - 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 - 4. Review special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect sheet metal flashing.
 - 5. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- D. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.9 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.
- B. Coordinate with demolition work and with work of other trades to ensure sufficient materials and manpower are available to completely replace and make watertight all roofing removed each day.
- C. Limit removal of existing sheet metal components, to ensure new membrane installation can be made watertight by end of day.
- D. Coordinate installation of flanged metal components, including gravel guards, pitch pans, and accessories to ensure strip-in with hot bitumen (where applicable) on same day they are installed.

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- E. Schedule work to avoid storage on, and traffic over finished work.

PART 2 – PRODUCT

2.1 SHEET METAL

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Stainless Steel: ASTM A 480, Type 304 Alloy, 2D smooth, flat finish, maximum carbon 0.08%, minimum 18% chromium and 8% nickel.
- C. Lead Sheet: ASTM B 749, Type L51121, copper-bearing lead sheet.

2.2 UNDERLAYMENT MATERIALS

- A. Basis of Design: Polystick MTS Plus by Polyglass, or an approved equal
- B. Polyethylene Sheet: 6-mil- thick polyethylene sheet complying with ASTM D 4397.
- C. Felts: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
- D. Slip Sheet: Building paper, 3-lb/100 sq. ft. minimum, rosin sized.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 2. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
 3. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Hot-dip galvanized steel according to ASTM A 153 or ASTM F 2329 or Series 300 stainless steel.
 - a. Rust-resistant and compatible with materials to be joined.
 4. Length: As required for thickness of material to penetrate substrate 1/2-inch minimum.
- C. Mechanical Fasteners for Sheet Metal to Substrate Anchorage:
1. Masonry: One-step, screw-type drive anchor (nailin); heat-treated, stress relieved, stainless steel pin; zinc jacketed; sized for intended application; minimum 1-1/4-inch length x 1/4-inch diameter; Hammer-Screw® manufactured by Powers Fasteners, Inc.
 2. Wood Blocking: Hexagonal head screws, stainless steel, with neoprene rubber washers; jacket color to match pre-painted sheet metal.
 3. Concrete: Same as masonry or other power actuated fasteners, suitable for application.

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- D. Roofing Nails: Stainless steel (for fastening into ACQ treated lumber), hot-dipped galvanized or non-ferrous type for fastening into non-treated lumber); with annular rings, size as required to suit application; minimum 11-gage with 3/8-inch diameter head.
- E. Mechanical Fasteners for Sheet Metal to Metal Fabrications (Support Framing) Anchorage: Appropriate for purpose intended, size as required to suit application and achieve positive anchorage to substrate material.
- F. Solder:
 - 1. For Stainless Steel: ASTM B 32, Grade Sn60, with an acid flux of type recommended by stainless-steel sheet manufacturer.
 - 2. For Lead: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.
 - 3. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead.
- G. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- H. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; low modulus, as specified in Division 07 Section "Sealants (for Roofing)"; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- I. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- J. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.
- K. Penetration Seal System: ChemCurb™ System – Penetration Seals, manufactured by Chem Linc, Inc. 416 E. Ransom St., Kalamazoo, MI 49007, (880-826-1681).
 - 1. Curb Components: Precast, polymer modified cement or structural urethane.
 - 2. Curb Adhesive: Special silicone sealant – DURALINK™.
 - 3. Pourable Sealant: Two-component urethane.

2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 1. Obtain field measurements for accurate fit before shop fabrication.
- C. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.

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1. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- D. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- E. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant.
- F. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with elastomeric sealant concealed within joints.
 1. Fabricate all components with allowance for expansion at joints. Provide enlarged or oval holes at all piercing fasteners.
- G. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- H. Form all sheet metal components (except corners) in longest practical length up to 10-feet maximum; true to shape, square, accurate in size, and free from distortion or defects detrimental to appearance or performance.
- I. Fabricate corners on all sheet metal components (gravel guards, copings, cap flashings, etc.) to form one piece with minimum 18-inch and maximum 36-inch long legs.
- J. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 1. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured.
- K. Soldered Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- L. Unsoldered Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- M. Hem exposed edges of metal 1/2-inch; miter and seam corners.
- N. Fabricate vertical faces with bottom edge formed outward 3/4-inch at 30 degrees and hemmed to form drip.
 1. Where vertical height exceeds 8-inches, fabricate with stiffing grooves in accordance with SMACNA, unless specifically approved otherwise.
- O. Form all sheet metal material to provide watertight joints:

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1. Unprotected Horizontal Surfaces (expansion joint covers, etc.): Standing seam or drive cleat joints
 2. Vertical Surfaces (copings, cap flashings, gravel guards, etc.): Flat lock or cover and backer plate seams.
- P. Miter all sheet metal corners and solder, weld, or fasten and seal all joints watertight:
1. Pre-painted metallic-coated steel sheet: Apply minimum 1/4-inch bead of sealant between connecting metal flanges and drill and fasten with rivets at 2-inches o.c.
 2. Stainless Steel: Solder joints watertight.
 3. Unfinished Galvanized Steel: Solder joints watertight.
 4. After soldering, remove flux. Wipe and wash solder joints clean.
 5. Install sealant so it will not be visible on outside of joints.
- Q. Fabricate elements complete with required connection pieces.
- R. Fabricate all components with horizontal (flat) surfaces with built-in slope for drainage toward roof unless indicated otherwise.
- S. Do not use graphite pencils to mark metal surfaces.

2.5 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Downspouts: Fabricate rectangular downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
1. Fabricated Hanger Style: SMACNA figure designation 1-35A.
 2. Size: Designed to accept roof drainage area, rainfall intensity criteria, and downspout spacing.
 3. Length: Minimum four (4) feet or required height.
 4. Joints: Sections with riveted and sealed or soldered joints.
 5. Supports: 24 gage straps at maximum 24" oc. All strap edges rolled or smooth.
 6. Fabricate from the following materials:
 - a. Pre-finished metallic coated steel sheet: 0.0217 (24-gage) thick
- B. Fabricate gutter and downspout accessories seal watertight.
- C. Collector Box: Fabricate to cross section indicated, to drain into 4x4 Tube Steel downspouts. Fabricate in accordance with SMACNA in gauge as per drawings, but no less than recommended by SMACNA.
- a. Pre-finished metallic coated steel sheet: 0.0217 (24-gage) thick
- D. Roof-Edge Flashing (Gravel Stop): Linear Application - Fabricate in minimum 96-inch-long, but not exceeding 10-foot- long, sections. Furnish with 6-inch- wide, joint cover plates. Curved Application – Fabricate in minimum 24-inch-long but not exceeding 36-inch-long sections. Furnish with 6-inch-wide, joint cover plates.
1. Joint Style: Butt, with 12-inch- wide concealed backup plate and 6-inch- wide exposed cover plates.

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2. Fabricate with scuppers spaced at existing locations or where indicated on the roof plan, of dimensions required with 4-inch- wide flanges and base extending 4- inches beyond cant or tapered strip into field of roof. Fasten gravel guard angles to base of scupper.
 3. Fabricate roof edge flashing from the following material:
 - a. Pre-finished metallic coated steel sheet: 0.0217 (24-gage) thick
 4. Fabricate roof edge cleats from the following material:
 - a. Pre-finished metallic coated steel sheet: 0.028 inch (22-gage) thick.
- E. Roof to Roof and Roof to Wall Transition; and Expansion-Joint Cover: Fabricate from the following materials:
1. Pre-finished metallic coated steel sheet: 0.022 inch (24-gage) thick.
- F. Counterflashing: Fabricate from the following materials:
1. Pre-finished metallic coated steel sheet: 0.022 inch (24-gage) thick.
- G. Flashing Receivers: Fabricate from the following materials:
1. Stainless Steel: 0.028 inch (22-gage) thick.
- H. Roof-Penetration Flashing: Fabricate from the following materials:
1. Stainless Steel: 0.019 inch (26-gage) thick.
- I. Soil Pipe Flashing: Fabricate from the following material:
1. Lead: 4.0 lb/sq. ft., hard tempered.
- ### 2.6 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
1. Pre-finished metallic coated steel sheet: 0.028 inch (22-gage) thick.

2.7 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.

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1. Verify compliance with requirements for installation tolerances of substrates.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 3. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, cant strips and reglets in place, and nailing strips located.
 4. Verify membrane termination and base flashings are in place, sealed, and secure.
- B. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. General: Install underlayment as recommended by SMACNA and as indicated on Drawings.
- B. Polyethylene Sheet: Install polyethylene sheet with adhesive for anchorage to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped and taped joints of not less than 2 inches.
- C. Felt Underlayment: Install felt underlayment with adhesive for temporary anchorage to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

3.3 INSTALLATION, GENERAL

- A. Field measure site conditions prior to fabricating work.
- B. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 3. Provide continuous cleats fastened not more than 12-inches on center. Anchor cleats with a minimum two fasteners.
 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 5. Install sealant tape where indicated.
 6. Torch cutting of sheet metal flashing and trim is not permitted.
 7. Do not use graphite pencils to mark metal surfaces.

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- C. **Metal Protection:** Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
1. Coat back side of stainless-steel and lead sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 - a. **Minimum Dry Film Thickness:** 15-mils.
 2. **Underlayment:** Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.
 3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.
- D. **Expansion Provisions:** Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10-feet. Provide joints within 18- to 36-inches of all corners or intersections. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1- inch deep, filled with elastomeric sealant concealed within joints.
- E. **Fastener Sizes:** Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws; and metal decking not less than recommended by fastener manufacturer to achieve maximum pull-out resistance:
1. **Galvanized or Pre-painted, Metallic-Coated Steel:** Use stainless-steel fasteners.
 2. **Stainless Steel:** Use stainless-steel fasteners.
- F. Seal joints as shown and as required with elastomeric sealant for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1-inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants (for Roofing)."
- G. **Soldered Joints:** Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches except reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not solder pre-painted metallic-coated steel sheet.
 2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

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3. **Stainless-Steel Soldering:** Tin edges of uncoated sheets using solder recommended for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
- H. **Rivets:** Rivet joints where indicated and where necessary for strength.
- I. Protect all membrane penetrations as indicated and as recommended in SMACNA and NRCA manuals.

3.4 ROOF DRAINAGE SYSTEM INSTALLATION

- A. **General:** Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. **Expansion-Joint Covers:** Install expansion-joint covers at locations and of configuration indicated in drawings. Lap joints a minimum of 4-inches in direction of water flow.

3.5 ROOF FLASHING INSTALLATION

- A. **General:** Install sheet metal flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 1. Install starter and edge strips, and cleats before starting installation.
 2. Strip in all sheet metal flanges the same day they are installed.
- B. **Roof Edge Flashing:** Anchor to resist uplift and outward forces specified in Part 1 and as indicated.
 1. **Backer Plates:** Secure with fasteners suitable for substrate, 6-inches o.c. each face.
 2. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 12-inch centers.
 3. Apply 1/4-inch bead of sealant between each layer of metal at each edge.
 4. **Cover Plates:** Hook front or exposed face of cover plate over drip edge.
 5. Do not use mastic between sheet metal components.
- C. **Pipe or Post Counterflashing:** Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4-inches over base flashing. Install stainless-steel draw band and tighten.
- D. **Counterflashing:** Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4-inches over base flashing. Lap counterflashing joints a minimum of 4-inches and bed with elastomeric sealant.
 1. Sawcut new reglets where required.
 - a. Provide bayonet style lap joints, minimum 4-inch overlap.

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- b. Fill voids between wedges with backer rod.
- c. Seal receiver to vertical face of wall.
- 2. Secure in a waterproof manner by means of snap-in installation and sealant or plastic wedges and sealant.
- 3. Install surface mounted reglets true to lines and levels.
 - a. Seal top of reglets with sealant.
 - b. Secure in place with neoprene head screws at maximum 12-inches on center.

E. **Roof-Penetration Flashing:** Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:

- 1. Install lead flashings at all soil pipe penetrations. Turn lead flashing down inside piping, being careful not to block vent piping with flashing.
- 2. Provide Penetration Seal System at all small penetrations not otherwise detailed.
 - a. Clean roof surfaces to receive Penetration Seal Systems.
 - b. Clean pipes and penetrating elements to remove plastic cement, bitumen, and other contaminants by wire brushing and scraping.
 - c. Caulk around penetrating elements with curb adhesive.
 - d. Apply beads of curb adhesive to flat side of first precast curb component. Place caulked curb onto roof surface to form half circle around penetrating element.
 - e. Apply beads of curb adhesive to flat side and to scarf joints of second precast curb component. Place second section of curb onto roof surface to form circle with first section. Press scarf joints together firmly and press both sections down.
 - f. Apply continuous bead of curb adhesive around outside edge of curb at roof.
 - g. Fill around penetrating element with pourable sealant to top of curb.
- 3. **Pitch pans are not desired.** Install only where specifically indicated or approved by Architect. Provide flanged Hoods or umbrellas at all pitch pans.
 - a. Fill with non-shrink grout to 1-inch from top of flange.
 - b. Top with Pitch Pan Filler – Pourable Sealant Type ES-2 to top rim of flange with a water shedding surface over the flange edge.
- 4. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

F. Protect all membrane penetrations as indicated and as recommended in SMACNA and NRCA manuals.

3.6 MISCELLANEOUS FLASHING INSTALLATION

A. **Equipment Support Flashing:** Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

SECTION 07 6200 – SHEET METAL FLASHING AND TRIM

3.7 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.8 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

3.9 SCHEDULE -MATERIALS

- A. Exposed to View Components:
 - 1. One-Piece Flashing and Expansion Joint Terminations: 24-gage stainless steel
 - 2. All Other Components: 24-gage Stainless steel
- B. Concealed from View Components, (Counter flashings, Expansion Joint Covers, Etc.): Stainless steel sheet.
- C. Roof Penetration Flashings: Stainless steel sheet, or lead
- D. Rain Hoods and Umbrellas: Stainless steel sheet.

END OF SECTION 07 6200

SECTION 07 7200 – ROOF ACCESSORIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:
 - 1. Roof curbs.
 - 2. Equipment supports.
 - 3. Roof hatches.
 - 4. Pipe Supports/Hangers.
 - 5. Access Ladders.
 - 6. Roof supports.
 - 7. Fall Through Protection (for Roof Hatches).
- B. Related Requirements:
 - 1. Section 07 6200 "Sheet Metal Flashing and Trim" for shop- and field-fabricated metal flashing and counterflashing, roof expansion-joint covers, and miscellaneous sheet metal trim and accessories.

1.3 REFERENCES

- A. Aluminum Association (AA): Specifications for Aluminum Structures.
- B. American Society for Testing and Materials (ASTM):
 - 1. A 36: Carbon Structural Steel.
 - 2. A 53: Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - 3. A 123: Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 4. A 153: Zinc Coating (Hot-Dip) Steel and Iron Hardware.
 - 5. A 167: Stainless and Heat Resisting Chromium-Nickel Steel Plate, Sheet and Strip.
 - 6. A 240: Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
 - 7. A 500: Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 - 8. A 653: Steel Sheet, Zinc Coated, (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip process, Structural (Physical) Quality Property.
 - 9. A 666: Annealed or Cold-Worked Austenitic Stainless-Steel Sheet, Strip, Plate, and Flat Bar.
 - 10. A 755: Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
 - 11. A 780: Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.

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12. A 792: Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
13. A 924: Steel Sheet, Zinc Coated, (galvanized) by the Hot-Dip process.
14. A 1011: Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
15. B 209: Aluminum and Aluminum-Alloy Sheet and Plate.
16. B 221: Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
17. C 208: Cellulosic Fiber Insulating Board.
18. C 726: Mineral Fiber Roof Insulation Board.
19. C 920: Elastomeric Joint Sealants.
20. C 1289: Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
21. C 1311: Solvent Release Sealants.
22. D 638: Tensile Properties of Rigid Plastic.
23. D 226: Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
24. D 256: Determining the Izod Pendulum Impact Resistance of Plastics.
25. D 695: Compressive Properties of Rigid Plastic.
26. D 785: Rockwell Hardness of Plastics and Electrical Insulating Materials.
27. D 1003: Haze and Luminous Transmittance of Transparent Plastics.
28. D 2240: Rubber Property – Durometer Hardness.
29. D 2244: Color Tolerance and Calculation of Color Differences from Instrumentally Measured Color Coordinates.
30. D 4214: Evaluating the Degree of Chalking of Exterior Paint Films.
31. D 4397: Polyethylene Sheeting for Construction, Industrial and Agricultural Applications.
32. D 4586: Asphalt Roof Cement, Asbestos-Free.
33. D 4802: Poly (Methyl Methacrylate) Acrylic Plastic Sheet.

C. Manufacturer's Standardization Society of the Valve and Fittings Industry, Inc. (MSS):

1. SP-58 Pipe Hangers and Supports, Materials, Design and Manufacture.
2. SP-59 Pipe Hangers and Supports, Selection and Application.

D. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.

E. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA): Architectural Sheet Metal Manual.

F. Underwriters' Laboratories (UL):

1. Fire Hazard Classifications.
2. UL 739 – Standard for Safety Automatically Operated Roof Vents for Smoke and Heat.

1.4 SYSTEM DESCRIPTION

- A. Manufactured Curbs: Engineered, windstorm rated, prefabricated structural box curb assembly designed for installation onto roof deck or structural framing, capable of supporting weight of roof-mounted equipment without deformation. Include integral base plate, treated wood nailer and insulation.

SECTION 07 7200 – ROOF ACCESSORIES

- B. **Pipe Supports**: Support all roof mounted piping with engineered, prefabricated, portable system designed for installation on roof without roof penetrations, flashings, or damage to roofing materials. Include bases, structural steel frames, and adjustable height pipe hangers or supports suitable for existing and proposed piping and conduits.
- C. **Roof Hatches**: Engineered, windstorm rated, prefabricated structural box curb assembly designed for installation onto roof deck or structural framing. Include integral base plate, treated wood nailer and insulation.

1.5 DESIGN REQUIREMENTS

- A. Fabricate and install Roof Accessories to comply with NRCA recommendations that:
 - 1. Top of curb to top of roofing membrane be a minimum of 8-inches;
 - 2. Suspended Pipe supports up to 24" wide have 14" of clearance from bottom of support to top of roofing membrane;
 - 3. Suspended Pipe supports 25" to 36" wide have 18" of clearance from bottom of support to top of roofing membrane; and
 - 4. Suspended Pipe Supports 37" to 48" wide have 24" of clearance from bottom of support to top of roofing membrane.

1.6 ACTION SUBMITTALS

- A. **Product List**: Submit list of proposed Products and manufacturers, including all items specified in Part 2 – Products or otherwise required by the Work.
- B. **Product Data**: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- C. **Shop Drawings**: Show fabrication and installation details for roof accessories. Show layouts of roof accessories including plans and elevations. Indicate dimensions, weights, loadings, required clearances, method of field assembly, and components. Include plans, elevations, sections, details, and attachments to other work.

1.7 INFORMATIONAL SUBMITTALS

- A. **Coordination Drawings**: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
 - 1. Size and location of roof accessories specified in this Section.
 - 2. Method of attaching roof accessories to roof or building structure.
 - 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
- B. **Samples**: For each type of exposed factory-applied finish required and for each type of roof accessory indicated, prepared on Samples of size to adequately show color.
- C. **Manufacturer's Installation Instructions**: Include installation sequence, special instructions and precautions, and Material Safety Data Sheets (MSDS).

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- D. **Certification:** Provide current letter(s) on Company's letterhead, signed by an authorized employee or corporate officer attesting to all following items:
1. **Qualifications:** Certify and document items in Article on Quality Assurance, and;
 2. **Products:** Certify that selected products meet or exceed specified requirements:
 - a. **Quality Assurance/Control Data:** Provide Design Data, Test Reports, Certificates, Manufacturer's Installation Instructions, and Manufacturer's Field Reports.
 - b. **Test Reports:** Certified test reports or labeling agency file numbers indicating compliance with specified performance characteristics and physical properties.
 - c. **Manufacturer's Certification:** Each product meets or exceeds specified requirements.

1.8 CLOSEOUT SUBMITTALS

- A. **Project Record Documents:** Accurately record exact location of roof penetrations and any items installed but not visible after installation of roofing system or other Products.
- B. **Operation and Maintenance Data:**
1. Include complete instructions for normal maintenance and local contacts for service and spare parts.
 2. Include cleaning and stain removal methods and recommended cleaning materials, polishes, and waxes.
- C. **Warranty:** Executed special warranty.

1.9 QUALITY ASSURANCE

- A. **Manufacturer:** Company specializing in the manufacturer of products specified in this Section with minimum five years documented experience.
- B. **Applicator:** Company specializing in installing the work of this Section with minimum three years documented experience and approved by the manufacturer.
- C. **Supervisor/Foreman:** Individual that is a direct employee of Applicator Company experienced in using selected manufacturer's Products.
- D. **Sheet Metal Standard:** Comply with SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashing to coordinate with type of roofing indicated.
- E. Perform work in accordance with MSS SP-59.
- F. Maintain one copy of each document accessible to site.

SECTION 07 7200 – ROOF ACCESSORIES

G. Pre-Installation Conference:

1. Convene two weeks prior to commencing work of this Section, under provisions of Section 01 3100 "Project Management and Coordination."
2. Require attendance of parties directly affecting work of this Section.
3. Review conditions of installation, installation procedures, and coordination with related work.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Pack, handle, and ship roof accessories properly labeled in heavy-duty packaging to prevent damage.
- B. Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.
 1. Protect from damage from sunlight, weather, excessive temperatures and construction operations.

1.11 FIELD CONDITIONS

- A. Field Measurements: Verify required openings for each type of roof accessory by field measurements before fabrication and indicate measurements on Shop Drawings.
- B. Regulatory Requirements:
 1. Conform to the Approved International Building Code as amended by the City of Port Lavaca code for fire and wind loading requirements.
 2. Provide certification of inspection confirming approval of by Authority Having Jurisdiction.
 3. Conform to the requirements of OSHA 29 CFR 1910.
- C. Environmental Requirements:
 1. Do not install Roof Accessories when chances for inclement weather exist or might occur before installation can be completed and accessories made weatherproof.
 2. Maintain waterproof integrity of building during and after installation of Roof Accessories.
- D. Existing Conditions: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings.
 1. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.
 2. Allow for field tolerances if taking field measurements before fabrication is not possible.

1.12 COORDINATION

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
 1. With Architect's approval, adjust location of roof accessories that would interrupt roof drainage routes, roof expansion joints or other construction elements.
- B. Sequence work to allow installation of Roof Accessories that are mounted directly on roof deck during installation of new roofing system. Do not cut into new roofing system to retrofit Roofing Accessories unless specifically permitted by Architect.

SECTION 07 7200 – ROOF ACCESSORIES

- C. Coordinate with installation of mechanical and electrical equipment, hardware, and assemblies to ensure Roof Accessories are properly located and in place to receive equipment installed by others.

1.13 WARRANTY

- A. Warranty: Cover damage to Roof Accessories and substrates resulting from failure of Roof Accessories to perform as intended, including resist penetration of water. Include replacement of defective materials and labor.
 - 1. Manufactured Curbs and Equipment Supports: Provide warranty on curbs against structural failure.
 - 2. Pipe Support System: Provide warranty covering pipe bases against deterioration for same time period as roofing warranty.
 - 3. Roof Hatches: Provide warranty against deterioration and structural failure.
 - 4. Warranty Period:
 - a. Pipe Support System: Same duration as Roofing System Warranty.
 - b. Other Items: 5 years from date of Substantial Completion including actuators and springs.
- B. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 – PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Provide roof accessories that have been manufactured, fabricated and installed to withstand design loads from and to maintain performance criteria stated by manufacturer without defects, damage or failure.

2.2 METAL MATERIALS

- A. Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755.
 - 1. Galvanized Steel Sheet: ASTM A 653, G90 coated and mill phosphatized for field painting.
 - 2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792, AZ50 coated.

SECTION 07 7200 – ROOF ACCESSORIES

- B. Aluminum Sheet: ASTM B 209, alloy and temper recommended by manufacturer for type of use and finish.
1. Factory-Prime Coating: Where painting after installation is indicated, provide pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat; with a minimum dry film thickness of 0.2 mil.
 2. Class II, Clear Anodic Finish: AA-M12C22A31 (Mechanical Finish: Nonspecular as fabricated; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class II, clear coating 0.010 mm or thicker) comply with AAMA 611.
 3. Class II, Color Anodic Finish: AA-M12C22A32/A34 (Mechanical Finish: Nonspecular as fabricated; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class II, integrally colored or electrolytically deposited color coating 0.010 mm or thicker) complying with AAMA 611.
 - a. Color: To be selected by Owner from Manufacturer's Standard Colors.
 4. Baked-Enamel Finish: AA-C12C42R1x (Chemical Finish: Cleaned with inhibited chemicals; Chemical Finish: Acid-chromate-fluoride-phosphate conversion coating; Organic Coating: As specified below). Apply baked enamel complying with paint manufacturer's written instructions for cleaning, conversion coating, and painting.
 - a. Organic Coating: Thermosetting, modified-acrylic enamel primer/topcoat system complying with AAMA 2603 except with a minimum dry film thickness of 1.5 mils, medium gloss.
 - b. Color and Gloss: As selected by Owner from manufacturer's full range.
 5. High-Performance Organic Finish (2-Coat Fluoropolymer): AA-C12C40R1x (Chemical Finish: Cleaned with inhibited chemicals; Chemical Finish: Conversion coating; Organic Coating: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with AAMA 2605 and with coating and resin manufacturer's written instructions.
 - a. Color and Gloss: As selected by Owner from manufacturer's full range.
 6. Powder-Coat Finish: Immediately after cleaning and pretreating, electrostatically apply manufacturer's standard baked-polymer thermosetting powder finish. Comply with resin manufacturer's written instructions for application, baking, and minimum dry film thickness.
 - a. Color and Gloss: As selected by Owner from manufacturer's full range.
- C. Aluminum Extrusions and Tubes: ASTM B 221, alloy and temper recommended by manufacturer for type of use, mill finished.
- D. Stainless-Steel Shapes or Sheet: ASTM A 480, Type 304 or Type 316, No. 2D finish.
- E. Steel Shapes: ASTM A 36, hot-dip galvanized to comply with ASTM A 123/A 123M, unless otherwise indicated.
- F. Steel Tube: ASTM A 500, round tube, baked enamel finished.
- G. Galvanized Steel Tube: ASTM A 500, round tube, hotdip galvanized to comply with ASTM A 123.

SECTION 07 7200 – ROOF ACCESSORIES

- H. Galvanized Steel Pipe: ASTM A 53.

2.3 MISCELLANEOUS MATERIALS

- A. Cellulosic-Fiber Board Insulation: ASTM C 208, Type II, Grade 1, not less than 1 inch thick.
- B. Glass-Fiber Board Insulation: ASTM C 726, not less than 1 inch thick.
- C. Polyisocyanurate Board Insulation: ASTM C 1289, not less than 1 inch thick.
- D. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, complying with AWWA C2; not less than 1-1/2 inches thick.
- E. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- F. Polyethylene Sheet: 6-mil thick, polyethylene sheet complying with ASTM D 4397.
- G. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
 - 1. Slip Sheet: Rosin-sized paper, minimum 3 lb/100 sq. ft.
- H. Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other noncorrosive metal as recommended by roof accessory manufacturer. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners.
- I. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, or PVC; or flat design of foam rubber, sponge neoprene, or cork.
- J. Sealant: of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- K. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized and heavy bodied for hooked-type expansion joints with limited movement.
- L. Roofing Cement: ASTM D 4586, non-asbestos, fibrated asphalt cement designed for trowel application or other adhesive compatible with roofing system.

2.4 ROOFS CURBS

- A. Roof Curbs: Provide windstorm rated, insulated metal roof curbs, internally reinforced and capable of supporting superimposed live and dead loads, including equipment loads and other construction to be supported on roof curbs. Fabricate with welded or sealed mechanical corner joints, and integral formed mounting flange at perimeter bottom. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.
 - 1. Available Manufacturers:
 - a. Custom Curb, Inc.

SECTION 07 7200 – ROOF ACCESSORIES

- b. LM Curbs.
 - c. Pate Company (The).
 - d. Thaler Metal Industries Ltd.
 - e. ThyCurb; Div. of Thybar Corporation.
 - f. Complete Curbs, Inc.
 - g. Maxim Industries, Inc.
- 2. Load Requirements: As required per 2015 IBC and ASCE/SEI 7-10.
 - 3. Material: Metallic-coated steel sheet, 14 gauge; 0.079 inch.
 - 4. Liner: Same material as curb, of manufacturer's standard thickness and finish.
 - 5. Factory install wood nailers at tops of curbs.
 - 6. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
 - 7. Factory insulate curbs with 1-1/2-inch thick, glass-fiber board insulation.
 - 8. Curb height may be determined by adding thickness of roof insulation and minimum base flashing height recommended by roofing membrane manufacturer. Fabricate units to minimum height of 12 inches above the new roof surface unless otherwise indicated.
 - 9. Sloping Roofs: Where slope of roof deck exceeds 1:48, fabricate curb units with water diverter or cricket and with height tapered to match slope to level tops of units.

2.5 EQUIPMENT SUPPORTS

- A. Equipment Supports: Provide metal equipment supports, internally reinforced and capable of supporting superimposed live and dead loads, including equipment loads and other construction to be supported. Fabricate with welded or sealed mechanical corner joints, with integral formed mounting flange at perimeter bottom. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.
- 1. Available Manufacturers:
 - a. Custom Curb, Inc.
 - b. LM Curbs.
 - c. Pate Company (The).
 - d. Thaler Metal Industries Ltd.
 - e. ThyCurb; Div. of Thybar Corporation.
 - f. Complete Curbs, Inc.
 - g. Maxim Industries, Inc.
 - 2. Load Requirements: As required per 2015 IBC and ASCE/SEI 7-10.
 - 3. Material: Metallic-coated steel sheet, 0.079 inch thick.
 - 4. Factory-install continuous wood nailers 3-1/2 wide at tops of equipment supports.
 - 5. Metal Counterflashing: Manufacturer's standard removable counterflashing, fabricated of same metal and finish as equipment support.
 - 6. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.

SECTION 07 7200 – ROOF ACCESSORIES

7. Fabricate units to minimum height of 12 inches above the new roof surface unless otherwise indicated.
8. Sloping Roofs: Where slope of roof deck exceeds 1:48, fabricate curb units with water diverter or cricket and with height tapered to match slope to level tops of units.

2.6 ROOF HATCHES

- A. Roof Hatches: Fabricate windstorm rated roof hatches with insulated double-wall lids and insulated single wall curb frame with integral deck mounting flange and lid frame counterflashing. Fabricate with welded or mechanically fastened and sealed corner joints. Provide continuous weathertight perimeter gasketing and equip with corrosion-resistant or hot-dip galvanized hardware.
 1. Available Manufacturers:
 - a. Babcock-Davis; a Cierra Products Inc. Company.
 - b. Bilco Company (The).
 - c. Custom Curb, Inc.
 - d. Nystrom, Inc.
 - e. ThyCurb; Div of Thybar Corporation.
 - f. Wasco Products, Inc.
 2. Loads:
 - a. Fabricate roof hatches to withstand 40-lbf/sq. ft. external and 20-lbf/sq. ft. internal loads.
 - b. As required per 2015 IBC and ASCE/SEI 7-10.
 3. Type and Size: Single-leaf lid, size to match existing.
 4. Curb and Lid Material: Stainless Steel sheet, 0.079 inch thick.
 5. Interior Lid Liner: Manufacturer's standard metal liner of same material and finish as outer metal lid.
 6. Exterior Curb Liner: Manufacturer's standard metal liner of same material and finish as metal curb.
 7. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
 8. Fabricate units to minimum height of 12 Inches above finished roof surface, unless otherwise indicated.
 9. Sloping Roofs: Where slope or roof deck exceeds 1:48, fabricate hatch curbs with height tapered to match slope to level tops of units.
 10. Hardware: Stainless steel spring latch with turn handles, butt- or pintle-type hinge system, and padlock hasps inside and outside.
 - a. Provide 2-point latch on covers larger than 84-inch
 - b. Provide remote-control operation.

2.7 FALL THROUGH PROTECTION (FOR ROOF HATCHES)

SECTION 07 7200 – ROOF ACCESSORIES

- A. Roof Hatch Fall Protection Safety Rail and Ladder Extension System: Manufacturer's standard Complete system, including rails, gate and Labels.
- B. Manufacturer:
1. SafePro L.P., 1355 N. Walton Walker, Dallas, Texas 75211;
Phone: 1-877-723-3570; Fax: 214-330-5435;
Website: www.safeprosafety.com
 2. Provide system complete, sized for individual Roof Hatches (Field Verify).
Verify required gate swing before ordering.
 3. Install as per manufacturer's instructions.

2.8 ROOF MOUNTED PIPE / EQUIPMENT SUPPORTS

- A. Pipe Support System and Hangers: Adjustable height, with bases, traffic pads, and manufacturer's recommended hardware for mounting on roof membrane, suitable for quantity of pipe runs and sizes, with EPDM end caps.
1. Hot dip galvanized completed assemblies. Stainless steel when framing is stainless steel.
 2. Fabricate to MSS SP-58 and MSS SP-69.
 3. Pipe Size 2-1/2-inch and Smaller: Single roller supports for piping subject to expansion and contraction; with 3-sided channels and pipe clamps.
 4. Pipe Size 3-inch and Larger: Rollers, clevis hangers or band hangers, to allow for expansion and contraction without movement of the bases
 5. Available Manufacturers:
 - a. Miro Industries, Inc.
 - b. Advanced Support Products, Inc.
 - c. Mapa Products
 - d. Portable Pipe Hangers, Inc.
 6. Steel Framing: 12 gage minimum cold-rolled, hot dipped galvanized steel perforated channel sections equal to Uni-strut, Portable Pipe Hangers, or previously approved alternate.
 7. Bases: Black, injection molded, moisture resistant, chemical resistant, non-flammable high density polypropylene plastic, or manufacturer's standard approved.
 8. Accessory Hardware: Hot dipped galvanized, clamps, bolts nuts and washers as required for a complete system.
 9. Base Pedestal: 3000 PSI reinforced, pre-cast concrete pavers not less than four inches larger than pedestal base size.
 10. Traffic Pad: Recycled elastomers vulcanized into pads, 3/8-inches thick; TufPad® manufactured by Rubber Products, Inc. or roof membrane traffic pads as specified in Division 07 Section "[Styrene Butadiene Styrene (SBS) Modified Asphalt Bituminous Roofing]."
 - a. Size: Not less than four (4") inches larger in both directions pedestal base.

SECTION 07 7200 – ROOF ACCESSORIES

11. Support Height: As indicated or required for existing items to be supported.

- B. Mechanical Units and Duct Supports: Same manufacturer as pipe supports, and suitable for item to be supported, including manufacturer's standard hardware for mounting to structure or structural roof deck.

2.9 ACCESS LADDERS

- A. Access Ladders: All welded construction with feet fabricated to accept laval bolting to roof surface. Refer to plans for sizes and locations.
1. Available Manufacturers:
 - a. P.W. Platforms, Inc.: 2906 Holmes Rd Houston TX 77051.
 - 1) Phone: 1-800-231-9936
 - 2) Website: www.pwplatforms.com
 - b. O'Keeffe's Inc. Architectural Building Products
 - 1) Phone: 888-653-3333
 - 2) Website: www.okeeffes.com
 2. Loads: 500 lb. capacity
 3. Size: 24" wide "Max-Trax" Stair treads and platform. Platform size (refer to drawings). Refer to Plans for sizes and locations. Field measurements and Shop drawings required for Architect Approval.
 4. Finish Material: Aluminum
 - a. Finish: Mill finish
 5. Standards: Meet or exceed all applicable OSHA, ANSI and IBC Standards.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of work.
1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored and is ready to receive roof accessories.
 2. Verify dimensions of roof openings for roof accessories.
 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect adjacent surfaces, including roofing system from damage during installation of Roofing Accessories.
- B. Clean surfaces of roof to receive pipe support bases. Remove loose gravel, dirt, dust, oils, and other foreign materials from all roofs. Prime existing substrate or membrane with primer that is compatible with and acceptable roofing membrane manufacturer.

SECTION 07 7200 – ROOF ACCESSORIES

3.3 INSTALLATION

- A. **General:** Install roof accessories according to manufacturer's written instructions. Anchor roof accessories securely in place and capable of resisting forces specified. Use fasteners, separators, sealants, and other miscellaneous items as required for completing roof accessory installation. Install roof accessories to resist exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Coordinate installation with adjacent Work such as roofing, sheet metal and other work to ensure creation of a complete weatherproof assembly. Anchor work securely to supporting structure but allow for differential and thermal movement.
- C. Install roof accessories to fit substrates and to result in watertight performance.
- D. **Metal Protection:** Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating acceptable to roofing membrane manufacturer or by other permanent separation as recommended by manufacturer.
 - 1. Coat concealed side of uncoated aluminum and stainless-steel roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 - 2. **Underlayment:** Where installing exposed-to-view components of roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene underlayment.
 - 3. Bed flanges in thick coat of asphalt roofing cement where required by roof accessory manufacturers for waterproof performance.
- E. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
- F. **Roof Curb Installation:**
 - 1. Locate curbs and support framing where indicated or instructed by Owner's Representative.
 - 2. Set roof curb so top surface of roof curb is level.
- G. **Equipment Support Installation:**
 - 1. Locate curbs and support framing where indicated or instructed by Owner's Representative.
 - 2. Set equipment support so top surface of equipment support is level.
- H. **Roof Hatch Installation:**
 - 1. Locate new roof hatches where indicated to replace existing units.
 - 2. Orient roof hatch and install access ladder to avoid opening toward a roof edge, change in roof elevation, or other obstacles that might impair safe access onto roof.
 - 3. Check roof hatch for proper operation. Adjust operating mechanism as required. Clean and lubricate joints and hardware.
 - 4. Anchor to roof deck with fasteners suitable for substrate.

SECTION 07 7200 – ROOF ACCESSORIES

5. Attach safety railing system to roof hatch curb.
 6. After installation, remove shipping clips from components. Do not remove "risk-of-fall" labels from units.
- I. Coping Mounted Safety Railing System Installation.
1. Coordinate installation with preparation of perimeter lumber to accept Railing System. Properly secure lumber before fastening Railing system.
 2. Cover attachment points with new coping.
- J. Roof Hatch Fall Protection Safety Rail and Ladder Extension System Installation:
1. Manufacturer's standard Complete system, including rails, gate and Labels.
 2. Verify required gate swing before Installing.
- K. Roof Mounted Pipe / Equipment Support Installation:
1. Locate bases and support framing as indicated on shop drawings or as required for existing conditions. Completely support all piping, conduit, ducts, and equipment whether indicated or not.
 - a. Do not use wood or wire to support items.
 - b. Maximum Deflection: 1/240th of span.
 - c. Maximum Load on Membrane: Two and one-half (2.5) pounds per square inch.
 2. Set bases with adhesive in accordance with manufacturer's installation instructions and as acceptable to membrane manufacturer. Accurately locate and align bases.
 3. Install support devices at spacings to support weight of piping and conduit, but in no case exceeding 10-feet on center.
 - a. All Spacing shall meet the requirements of the supported system and the 2015 I-Codes or referenced NEC for the related system and size being supported.
 - b. All pipes and conduits from the wall or unit will be supported within 3 feet of where it starts.
 4. Set framing posts into bases and assemble framing structure as indicated.
 5. Use galvanized fasteners for galvanized framing and stainless-steel fasteners for stainless steel framing.
- L. Seal joints with sealant as required by manufacturer of roof accessories.

3.4 FIELD QUALITY CONTROL

- A. Site inspection will be performed under provisions of Section 01 4000 "Quality Requirements".
- B. Provide manufacturer's field services under provisions of Section 01 4000 "Quality Requirements".
- C. Request site attendance of Roof Accessory manufacturers during installation of the work if required to confirm compliance with instructions or for special or unusual conditions.

3.5 TOUCH UP

SECTION 07 7200 – ROOF ACCESSORIES

- A. Touch up factory-primed surfaces with compatible primer ready for field painting in accordance with Section 09 9000 "Painting."
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

3.6 CLEANING

- A. Clean exposed surfaces according to manufacturer's written instructions.
 - 1. Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products.
 - 2. Clean metal and glazing using non-abrasive materials and methods. Remove and replace work that cannot be successfully cleaned.
 - 3. Remove adhesive from supports, pipes and bases, and leave work in clean condition.
- B. Remove all construction debris, packaging, unused fasteners, adhesives, and other installation materials from project site and dispose of legally.
- C. Reclean as necessary to prevent damage. Protect completed work from damage and deterioration and inspect immediately before final acceptance of project.

3.7 PROTECTION

- A. Protect finished installation under provisions of Section 01 5000 "Temporary Facilities and Controls".
- B. Do not permit traffic over unprotected roof surfaces.

END OF SECTION 07 7200

ANNEX BUILDING ROOF IMPROVEMENTS

201 W AUSTIN STREET
PORT LAVACA, TEXAS 77979
FOR CALHOUN COUNTY, TEXAS

AUGUST 2024



CALHOUN COUNTY COMMISSIONER'S COURT
RICHLAND H. MEYER COUNTY JUDGE
DAVID HALL COMMISSIONER PRECINCT #1
VERON TAYLOR COMMISSIONER PRECINCT #2
DAVID B. HARRIS COMMISSIONER PRECINCT #3
GARY HERSE COMMISSIONER PRECINCT #4

DRAWING INDEX

COVER SHEET.....

ROOF DRAWINGS:

ROOF PLAN & NOTES..... R1.1
OVERALL ROOF PLAN..... R1.2
EXISTING SECTIONS..... R2
EXISTING ROOF SLOPES..... R3
PROPOSED ROOF SLOPES..... R4
WIND PLAN & NOTES..... R5
DETAILS..... R6

SHEET NO.

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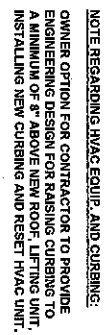


CALHOUN COUNTY, TEXAS
ANNEX BUILDING
ROOF IMPROVEMENTS
COVER SHEET

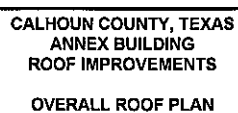
Texas Registered Engineering Firm P-04168
G & W ENGINEERS, INC.
ENGINEERING SURVEYING PLANNING
205 W. Live Oak St. Port Lavaca, Texas 77978 (361)552-4509
1801 71st St., Suite 200 Bay City Texas 77414 (870) 323-7100

REV.	DATE	DESCRIPTION	BY	CHK.
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△	06/30/24	ISSUED FOR BID	DJO	SPM

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SHEET NO.
DATE: 08/20/24
SHEET NO. 00



1 OVERALL ROOF PLAN
R1.2



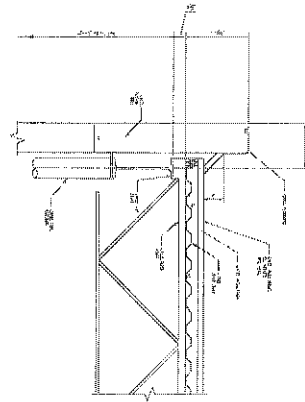
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G & W ENGINEERS, INC.

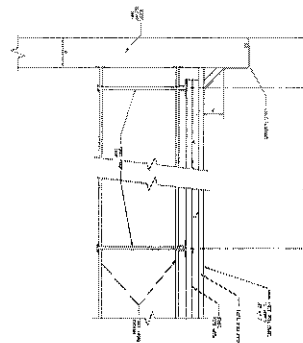
ENGINEERING	SURVEYING	PLANNING
205 W. Live Oak St. Port Lavaca, Texas 77878 (361) 552-4509		
1501 7th St., Suite 250 Bay City Texas 77414 (872) 323-7100		

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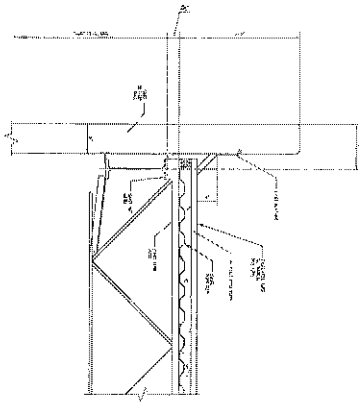
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CHK. BY:	SPM
DATE:	08/30/24
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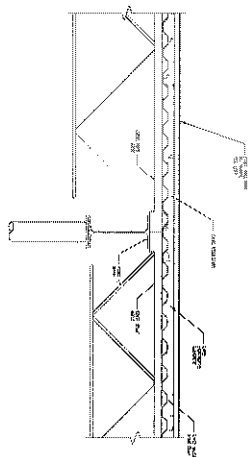
1
R2
ROOF DETAIL AT WALL



2
R2
ROOF DETAIL AT WALL



3
R2
ROOF DETAIL AT WALL/WINDOW



4
R2
ROOF DETAIL AT HIGH POINT



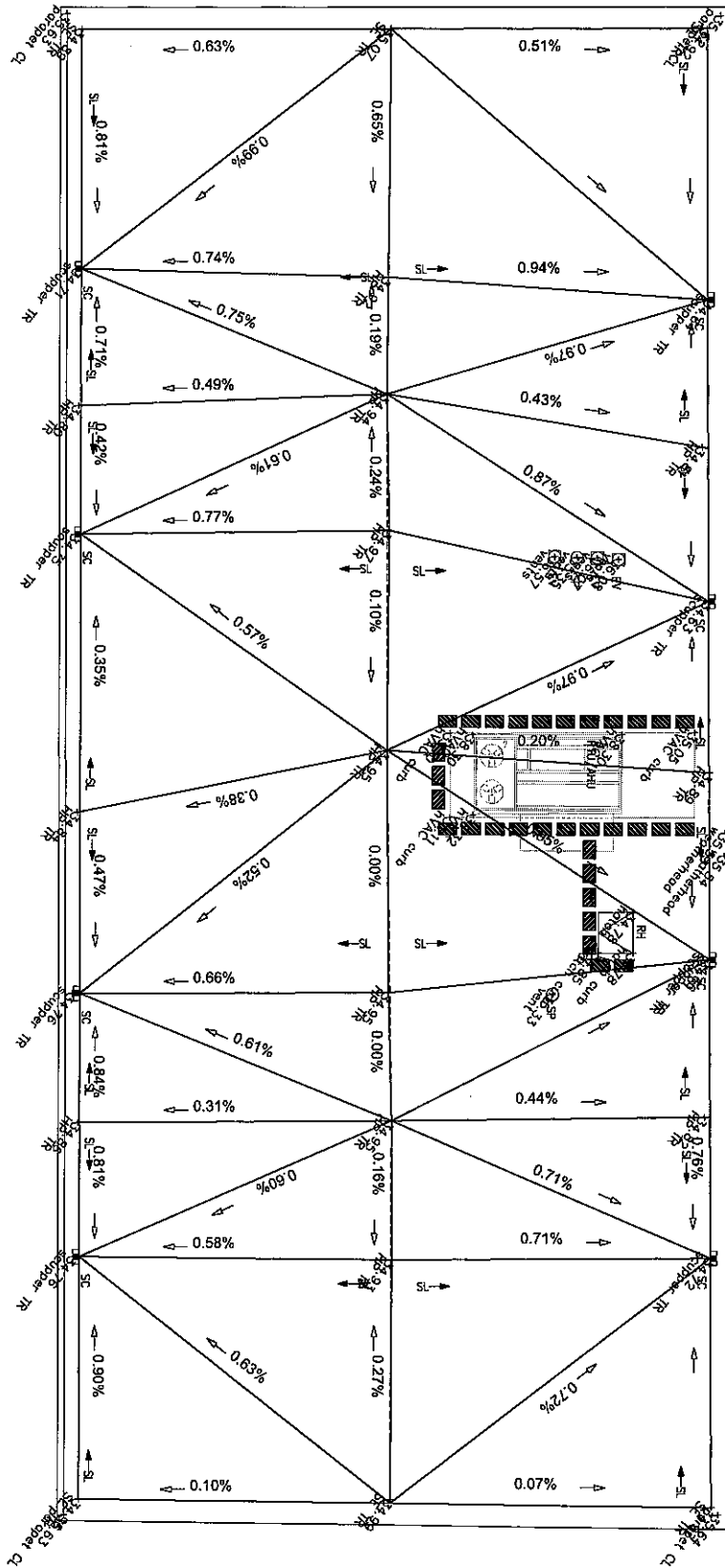
CALHOUN COUNTY, TEXAS
ANNEX BUILDING
ROOF IMPROVEMENTS
EXISTING SECTIONS
FOR REFERENCE

Texas Registered Engineering Firm F-04588
G & W ENGINEERS, INC.
ENGINEERING SURVEYING PLANNING
505 W. Live Oak St. Port Lavaca, Texas 77979 (361)852-4588
1801 7th St., Suite 250 Bay City Texas 77414 (979) 823-7100

REV.	DATE	DESCRIPTION	BY	CHK.
1	0/8/30/24	ISSUED FOR BID	DVG	SPM

PROJECT NO.
SHEET NO. 52

1
R3
EXISTING ROOF SLOPES



PROJECT NO.	5520105
SCALE	AS SHOWN
DATE	08/20/24
BY	CHK
REV	08/20/24
REV	08/20/24



CALHOUN COUNTY, TEXAS
ANNEX BUILDING
ROOF IMPROVEMENTS
EXISTING ROOF SLOPES

Texas Registered Engineering Firm P-04188
G & W ENGINEERS, INC.
SURVEYING PLANNING
505 W. LAW DAK BL. Fort Worth, Texas 77279 (817) 552-4500
1801 7th St., Suite 200 Bay City Texas 77414 (979) 353-7100

REV.	DATE	DESCRIPTION	BY	CHK.

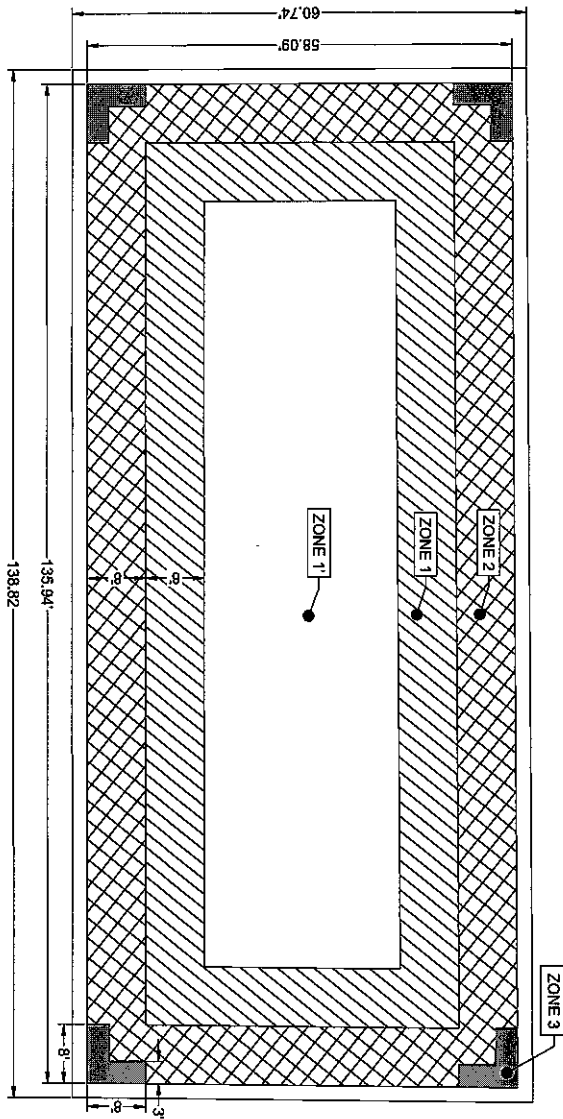


Texas Registered Engineering Firm F-D4188

G & W ENGINEERS, INC.

ENGINEERING	SURVEYING	PLANNING
206 W. Live Oak St. Port Lavaca, Texas 77978 (361)552-4509		
1801 7th St. Suite 280 Bay City Texas 77414 (979) 323-7100		

△				
△				
△				
△				
△	08/30/24	ISSUED FOR BID	DIG	6PM
REV	DATE	DESCRIPTION	BY	CHK



1
R5 WIND PLAN

WIND DESIGN NOTES:

- 1.1 2021 INTERNATIONAL BUILDING CODE
- 1.2 ASCE 7-16
- 1.3 DESIGN DATA:
 - 1.3.1 WIND PRESSURES PER ASCE 7-16
 - 1.3.2 ENCLOSED; RISK CATEGORY II
 - 1.3.3 WIND PRESSURES-ALLOWABLE STRESS DESIGN
 - 1.3.4 EXPOSURE CATEGORY C

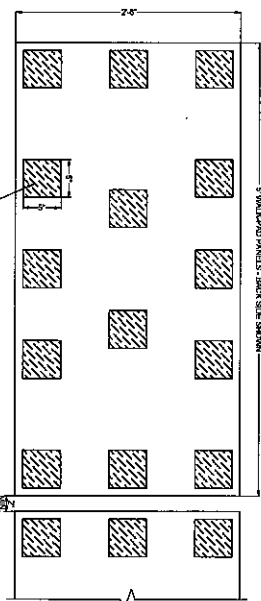
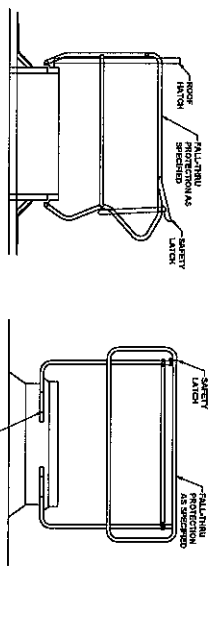
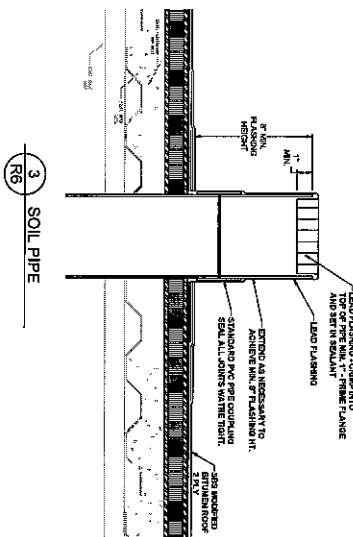
SYMBOL LEGEND

- ZONE 1'
- ZONE 1
- ZONE 2
- ZONE 3

WIND PRESSURE CALCULATIONS:

- ZONE 1' = -41.6 PSF
- ZONE 1 = -64.7 PSF
- ZONE 2 = -86.5 PSF
- ZONE 3 = -110.9 PSF

NOTE: THESE PRESSURES ARE THE CALCULATED DESIGN PRESSURES AND ARE NOT THE WIND UPLIFT RATINGS. WIND UPLIFT RATINGS SHALL HAVE A MINIMUM SAFETY FACTOR OF 2.



12

12. Consider and take necessary action to authorize G & W Engineers, Inc. to release any addenda necessary to the bidding documents if approved by County Judge that is related to the Bid Number 2024.10 Annex Building Roof Improvements Project for Calhoun County, Texas. (RHM)

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

13

13. Consider and take necessary action to approve the specifications/scope of services for the Request for Qualifications, RFQ 2024.11 for Professional Engineering, Architectural, and Surveying Services for the CMP Cycle 29 Grant, GLO Contract No. 25-003-009-E702 for New Amenities at Bill Sanders County Park and authorize the County Auditor to advertise for these services. RFQ 2024.11 will be due by 2:00 PM, Monday, November 4, 2024. (GDR)

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*



September 26, 2024

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

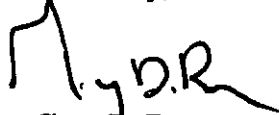
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for October 2, 2024.

- **Consider and take necessary action to approve the specifications/scope of services for the Request for Qualifications, RFQ 2024.11 for Professional Engineering, Architectural, and Surveying Services for the CMP Cycle 29 Grant, GLO Contract No. 25-003-009-E702 for New Amenities at Bill Sanders County Park and authorize the County Auditor to advertise for these services. RFQ 2024.11 will be due by 2:00 PM, Monday, November 4, 2024.**

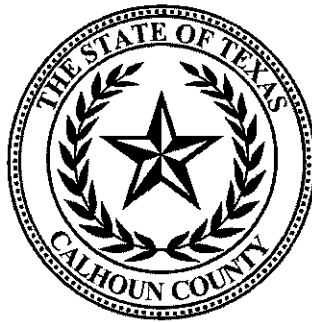
Sincerely,


Gary D. Reese

GDR/at

REQUEST FOR QUALIFICATIONS
ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES
FOR CMP CYCLE 29 GRANT, GLO CONTRACT NO. 25-003-009-E702
NEW AMENITIES AT BILL SANDERS COUNTY PARK

RFQ 2024.11



SEALED RFQS ARE DUE BEFORE:

2:00:00 PM, Monday, November 4, 2024

AT THE OFFICE OF:

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

Public Opening of the RFQs will be conducted immediately after the closing of the 2:00:00 PM deadline, Monday, November 4, 2024, in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

The RFQs will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all bidders that submitted a Request for Qualifications and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2024.

CONTENTS

- Request for Qualifications
- Specifications / Scope of Work
- General Conditions
- Required forms to be returned with the submitted RFQ
 - Affidavit
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters
 - Certification Regarding Lobbying
 - Conflict of Interest Questionnaire (Form CIQ)
 - Disclosure of Lobbying Activity
 - House Bill 89
 - Residence Certification
 - W-9
 - Copy of Current Certificate of Insurance that includes Professional Liability
 - System for Award Management – Consultant/Firm, and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principles are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date and verification that the Company, Corporation, Firm, or Partnership as well as their principles are not listed (are not debarred) through the System for Award Management.
- Required Contract Provisions
- Copy of Rating Sheet

REQUEST FOR QUALIFICATIONS

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

ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES FOR CMP CYCLE 29 GRANT, GLO CONTRACT NO. 25-003-009-E702 NEW AMENITIES AT BILL SANDERS COUNTY PARK, RFQ 2024.11

The County is seeking a professional firm(s) to provide engineering, comprehensive design, review, analysis, planning, surveys, studies, and other ancillary services necessary to implement projects under terms and conditions established by this RFQ and Calhoun County. Respondent(s) chosen by the County for CMP Cycle 29 GLO - Contract # 25-003-009-E702 - New Amenities at Bill Sanders County Park must have Professional Engineers, registered in the State of Texas, on staff and must have demonstrated experience in performing coastal engineering projects, including obtaining permits from the U.S. Army Corps of Engineers – Galveston District, for coastal engineering projects. Respondent(s) must demonstrate a coastal presence or substantial history of coastal work and services within the Texas Coastal Management Zone and the ability to perform the services listed within this RFQ.

The RFQ can be downloaded from the County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results, Bid Notices, 2024, or by contacting Demi Cabrera, Assistant Auditor at 361-553-4613 or demi.cabrera@calhouncotx.org

SEALED RFQ'S ARE DUE on or before 2:00:00 PM, Monday, November 4, 2024. Immediately after the closing of the 2:00:00 PM deadline, all RFQs will be publicly opened and acknowledged in the County Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

It is the responsibility of the submitting entity to ensure that the sealed Request for Qualifications is received in a timely manner. Calhoun County does not accept faxed or emailed RFQs. Calhoun County accepts no financial responsibility for any cost incurred by any entity in the course of responding to the RFQ. RFQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting entity or individual.

All Request for Qualifications, consisting of one (1) USB flash drive, one (1) original and three (3) printed copies must be delivered to the office of the Calhoun County Judge before 2:00:00 PM, Monday, November 4, 2024, in a sealed 9x12 or larger envelope, clearly marked on the outside: ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES FOR CMP CYCLE 29 GRANT, GLO CONTRACT NO 25-003-009-E702 – NEW AMENITIES AT BILL SANDERS COUNTY PARK, RFQ 2024.11

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

SEALED RFQS may be hand delivered to:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S. Ann St. 3rd Floor, Suite 301
Port Lavaca, Texas 77979

Calhoun County Commissioners Court reserves the right to waive any formality or irregularity, reject any or all RFQs and to accept the RFQ or RFQs deemed to be in the best interest of Calhoun County. Calhoun County reserves the right to negotiate with any and all entities or individuals submitting a Request for Qualifications, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Successful entity shall abide by all Local, State and Federal requirements within the RFQ.

Any award is contingent upon the successful negotiation of final contract terms, approval of contract by the County's Attorney and the approval and award by Calhoun County Commissioners Court.

Calhoun County is an Affirmative Active/Equal Opportunity Employer. Calhoun County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped statues in the employment or the provision of services. Section 3 Residents, Small Business Enterprises, Minority Business Enterprises, Women Business Enterprises, and Labor Surplus Area Firms are encouraged to submit Request for Qualifications

Candice Villarreal
County Auditor
Calhoun County, Texas

SPECIFICATIONS
REQUEST FOR QUALIFICATIONS FOR
ENGINEERING, ARCHITECTURAL, AND SURVEYING SERVICES
FOR CMP CYCLE 29 GRANT, GLO CONTRACT NO. 25-003-009-E702
New Amenities at Bill Sanders County Park RFQ

GENERAL DESCRIPTION

Calhoun County is soliciting this Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Services for CMP Cycle 29 GLO - Contract # 25-003-009-E702 New Amenities at Bill Sanders County Park.

The County is seeking a professional firm(s) to provide engineering, comprehensive design, review, analysis, planning, surveys, studies, and other ancillary services necessary to implement projects under terms and conditions established by this RFQ and Calhoun County. Respondent(s) chosen by the County for CMP Cycle 29 GLO - Contract # 25-003-009-E702 New Amenities at Bill Sanders County Park must have Professional Engineers, registered in the State of Texas, on staff and must have demonstrated experience in performing coastal engineering projects, including obtaining permits from the U.S. Army Corps of Engineers – Galveston District, for coastal engineering projects. Respondent(s) must demonstrate a coastal presence or substantial history of coastal work and services within the Texas Coastal Management Zone and the ability to perform the services listed within this RFQ.

The following outlines the Request for Qualifications.

I. Scope of Services

The County is seeking engineering services necessary to implement projects, surveys and studies at Bill Sanders County Park. Park projects will include activities such as expansion of existing boating parking lot by 1,000 square feet, with striping and Americans with Disabilities Act (ADA) designations and constructing a 13,000-foot walking trail throughout the park.

The County may require one or more of the following areas of expertise for the successful implementation of park projects. The capability of Respondent(s) to provide expertise in more than one (or all) of the services identified below will be considered favorably in the County's ranking and selection process. Respondent(s) may subcontract for such services; however, existing relationships are preferred. All subcontracting relationships for services shall be clearly documented. No priority is implied by the order of the following services requested by the County:

Services

- Initial and final engineering and design support
- Bid and award Support

- Contract management and construction oversight.
- Design of shore protection projects and coastal structures;
- Design of outdoor recreational infrastructure such as pavilions, walking trails, and parking lots;
- Economic analysis of public and/or private recreational and environmental benefits and cost allocation strategies;
- Development of construction plans and specifications, bid documents, and bid analysis;
- Regulatory issues and permitting management and oversight;
- Construction management and oversight;
- Geotechnical and geophysical investigations necessary for the design of coastal engineering construction projects;
- Monitoring and data collection;
- Marsh and wetland monitoring;
- Management planning and sediment source identification and quantification;
- Storm hazard analysis, failure analysis, probability, and certainty;
- Study of long-term response to coastal hazards, such as hurricanes, severe rain events and river overflow;
- Independent engineering review of all above-mentioned services.

II. **Statement of Qualifications**

Qualifications shall be submitted in the following format. The detailed requirements in this Request for Qualifications are mandatory. Failure to adhere to the required format may be cause for rejection of the RFQ.

To facilitate selection review, submissions should conform to the following:

- I. **Format:** Submit responses on single sided paper. The RFQ may be bound or in a binder.
- II. **Report Content:**
 - a) **Cover Letter:** Briefly describe your ability and interest in conducting the described work. Letter must be signed by a person having authority to enter into a contract.
 - b) **Company Narrative:** Include: (1) The year the company was founded, background and history (and parent company, if applicable) and, if incorporated, the state in which the company is incorporated and the date of incorporation. If the company is an out-of-state Respondent, a Certificate of Authority to do business in Texas from the Secretary of State must be provided as an attachment; (2) The company ownership structure (corporation, partnership, LLC, or sole proprietor); (3) Location of company headquarters and location of the primary office(s) that will service any contract resulting from this RFQ, in addition to listing of offices intended

to support the contract with city, state, telephone number, email contact address, and total number of personnel at each of these offices.

- c) **Staffing Profile:** Name, address, telephone number, and email address of the entity's point of contact for a possible contract resulting from this RFQ. Entity should provide brief resumes for key staff to be responsible for the performance of any contract resulting from this RFQ. The staff profile(s) should describe personnel by discipline and should identify the Texas Profession Engineer(s) who will sign/seal engineering work products.
- d) **Entity Justification:** Complete information regarding how the entity is qualified to provide the services described in the Scope of Services, focusing on the company's key strengths and advantage to Calhoun County to select the entity. Please note experience with the State and Federally funded projects and include a list of past local government clients.
- e) **Major Sub-Consultant Information:** Entity must identify any sub-consultants with whom the entity intends to utilize in performing work under any work order resulting from the RFQ. Entity must indicate whether or not the entity holds any financial interest in any sub-consultant activities.
- f) **List of References:** Provide three (3) references familiar with your quality of work as it pertains to the referenced scope of work.
- g) **Scope of Work/Services:** Specify actual tasks to be performed under the services listed, but not limited to: Section 1. Scope of Work and pages 8 thru 14 of Scope of Work.
- h) **Litigation History:** Entity must include a complete disclosure of any alleged or significant contractual failures. In addition, entity must disclose any civil or criminal litigation or investigations pending over the last three (3) years that involves entity or in which entity has been judged guilty or liable. Failure to comply with the terms on this provision may disqualify entity. If none, entity must state this in their response.
- i) **Required Forms:**
 - Affidavit
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters
 - Certification Regarding Lobbying
 - Conflict of Interest Questionnaire (Form CIQ)
 - Disclosure of Lobbying Activities
 - House Bill 89
 - Residence Certification
 - W-9
 - Professional Liability Insurance – Must provide proof of current professional liability insurance
 - System for Award Management – Must provide a print out that includes the record date showing that the Company, and its Principals, 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).

III. Evaluation Criteria

The RFQs received will be evaluated and ranked according to the following criteria:

Criteria	Maximum Points
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

Entity's qualifications will be evaluated and the most qualified entity will be selected, subject to negotiation of fair and reasonable compensation. Calhoun County reserves the right to reject any or all RFQs, and to waive informalities in the request for qualifications.

IV. Small and minority business, women's business enterprises, and labor surplus area firms

Section 3 residents, small and minority businesses, women's business enterprises, and labor surplus area firms and encouraged to participate in the RFQ. If the awarded entity is a prime contractor and may use sub-contractors, the following steps affirmative steps are required of the prime contractor.

1. Placing qualified small and minority business, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

V. Deadline for Submission

The complete submittal, consisting of one (1) USB, one (1) bound original and three (3) bound copies, of your Request for Qualifications and all required forms must be received in the County Judge's office before 2:00:00 PM, **Monday, November 4, 2024**.

It is the responsibility of the submitting entity to ensure that the Request for Qualifications is received in a timely manner. Calhoun County does not accept faxes or emailed RFQs. RFQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting entity. Calhoun County accepts no financial responsibility for any cost incurred by the entity in the course of responding to the RFQ. The cell phone in the County Judge's office or the

cell phone of the County Auditor's representative will be the official clock that shall be used in determining the time the RFQ is received and the 2:00:00 PM deadline.

Sealed RFQs may be mailed or hand delivered to:

Honorable Richard H. Meyer
Calhoun County Judge
Calhoun County Courthouse
211 S. Ann St. 3rd Floor, Suite 301
Port Lavaca, Texas 77979

The RFQ must be delivered in a sealed 9x12 or larger envelope clearly marked on the outside: **ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES FOR CMP CYCLE 29 GRANT, GLO CONTRACT NO 25-003-009-E702 – NEW AMENITIES AT BILL SANDERS COUNTY PARK, RFQ 2024.11**

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SCOPE OF WORK

The contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

The engineering, architectural and surveying contract will encompass all project-related engineering, architectural and surveying services to Calhoun County under its CMP Cycle 29 Grant, GLO Contract No. 25-003-009-E702 – New Amenities at Bill Sanders County Park project, including but not limited to the following:

Services

- Initial and final engineering and design support
- Bid and award Support
- Contract management and construction oversight.
- Design of shore protection projects and coastal structures;
- Design of outdoor recreational infrastructure such as pavilions, walking trails, and parking lots;
- Economic analysis of public and/or private recreational and environmental benefits and cost allocation strategies;
- Development of construction plans and specifications, bid documents, and bid analysis;
- Regulatory issues and permitting management and oversight;
- Construction management and oversight;
- Geotechnical and geophysical investigations necessary for the design of coastal engineering construction projects;
- Monitoring and data collection;
- Marsh and wetland monitoring;
- Management planning and sediment source identification and quantification;
- Storm hazard analysis, failure analysis, probability, and certainty;
- Study of long-term response to coastal hazards, such as hurricanes, severe rain events and river overflow;
- Independent engineering review of all above-mentioned services.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- Coordinate, as necessary, between Calhoun County and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, and Grant Administrator, etc.) regarding project design services;
- Provide monthly project status updates;
- Funding release will be based on deliverables identified in contract

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- Provide all project information necessary to ensure timely execution of the environmental review;
- Provide preliminary engineering, investigations, and drawing sufficient to achieve the preliminary design milestone, including at a minimum:
 - a) Cross sections/elevations
 - b) Project layout/staging areas
 - c) General notes
 - d) Special notes
 - e) Design details
 - f) Specifications
 - g) Utility relocation designs
 - h) Construction limits, including environmentally sensitive areas that should be avoided during construction
 - i) Required permits
 - j) Quantities
 - k) Estimate of construction costs to within +/- 25%
 - l) Schedules for design, permitting, acquisition and construction
- Design surveying, topographic and utility mapping;
- Perform subsurface explorations for project sites, as necessary;
- Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations and potential impacts;
- Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may efficiency, expedite the schedule, or reduce project costs for Calhoun County;
- Identify, acquire and submit all necessary permits and approvals required for design approval and construction;

- Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary;
- Prepare plans and profiles, including vertical design information for the selected alternative;
- Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design;
- Support Calhoun County with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and /or property boundary maps and legal descriptions of parcels to be acquired.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones.
- Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps;
- Identify, acquire and submit all necessary permits and approvals required for design approval and construction;
- Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to Calhoun County, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCad DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents;
- Assist Calhoun County and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all Engineering services described below as they relate to bid and award support:

- a) Submit appropriate items and support Calhoun County in the development of complete bid package;
- b) Prepare and assist Calhoun County in the advertisements for bid solicitation;

- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation);
- d) Attend and support Calhoun County at pre-bid conference and bid opening;
- e) Support Calhoun County with ongoing communication during bid process;
- f) Support Calhoun County to complete bid tabulation and evaluation responses and provide recommendation for award;
- g) Support Calhoun County to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and Calhoun County requirements;
- h) Support Calhoun County in the conducting of a preconstruction conference

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight:

- a) Ensure delivery of Calhoun County project in accordance with contract;
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for Calhoun County project;
- c) Review all service provider submittal to ensure compliance with construction contract and documents and provide recommendations to Calhoun County;
- d) Provide periodic and final inspections and test reports, as required for the project;
- e) Provide on-site supervision and oversight of construction activities at a minimum on bi-weekly basis or as directed by Calhoun County;
- f) Review Construction Change Orders and provide recommendation to Calhoun County as to appropriate action;
- g) Review invoice/draw requests and provide recommendation to Calhoun County as appropriate action, in compliance with the construction contract documents;
- h) Obtain independent cost estimates for validation purposes, as required;
- i) Review and respond to requests for information/clarification
- j) Support Calhoun County with issue identification and claims resolutions;
- k) Develop a final "as built" report of quantities, drawing, and specifications;
- l) Issue to Calhoun County, for execution, a Certificate of Construction Completion within 30 days of final inspection approval;
- m) Deliver "as-built" drawings to Calhoun County within 30 days of project completion;
- n) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours;
- o) Perform other contract management and construction oversight duties as required to ensure success of the Calhoun County project;

- p) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ);
- q) Submit all final invoices within 60 days after contract or work order expiration

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services:

- a) Provide Geotechnical Investigations as may be required for a project;
- b) Provide detailed surveying as may be required for a project;
- c) Provide site specific testing as may be required for a project;
- d) Provide archeological studies as may be required for a project;
- e) Provide planning studies as may be required for a project;
- f) Provide feasibility studies as may be required for a project;
- g) Provide legal documentation for property and/or easements to be acquired (i.e., field notes, etc.);
- h) Provide Phase I and Phase II environmental site assessments as requested.

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

General Conditions apply to all advertised Invitations to Bid (hereinafter called Bid), Request for Proposals (hereinafter called RFP), Request for Qualifications (hereinafter called RFQ), Contracts/Agreements/Leases (hereinafter called Contract); however these may be superseded in whole or in part by the scope, special requirements, specifications or special sections of Texas Government Code and/or Texas Local Government Code.

Governing Law:

Bidder/Vendor is advised that the Bid, RFP, RFQ, and/or Contract shall be fully governed by the laws of the State of Texas and that Calhoun County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of the Bid, RFP, RFQ, and/or Contract.

All parties agree that the venue for any litigation arising from this Bid, RFP, RFQ, and/or Contract shall be held in Port Lavaca, Calhoun County, Texas.

Completion of Bid, RFP, RFQ, and/or Contract Forms:

Once the Bid, RFP, RFQ, and/or Contract is released for bidding, Calhoun County will not answer any questions except through an addendum that has been approved by Calhoun County Commissioners Court or at a mandatory pre-bid meeting.

Complete, sign, and return to the Calhoun County Judge's Office the required number of Bid forms, RFP forms, RFQ forms, and/or Contracts, and any other required information by the day and time the Bid, RFP, RFQ, and/or Contract is due.

The Bid, RFP, RFQ, and/or Contract must be signed and dated by an officer, employee or agent who is duly authorized to execute this Bid, RFP, RFQ, and/or Contract, and affirms that this company, corporation, firm, partnership or individual has not prepared this Bid, RFP, RFQ, and/or Contract in collusion with any other bidder/vendor or any official or employee of Calhoun County, and that the contents of this Bid, RFP, RFQ, and/or Contract as to prices, terms or conditions of said Bid, RFP, RFQ, and/or Contract have not been communicated by the individual signing nor by any employee or agent to any other person engaged in this type of business or to any official or employee of Calhoun County prior to the official opening of this Bid, RFP, RFQ, and/or Contract.

The use of liquid paper or white out is not acceptable and may result in the disqualification of the bidders/vendor's Bid, RFP, RFQ, and/or Contract. If an error is made, the bidder/vendor must draw a line through the error and initial each change. All responses typed or handwritten in ink must be clear and legible.

Submission of Sealed Bid, RFP, RFQ, and/or Contract:

All Bids, RFPs, RFQs, and/or Contracts must be delivered to the County Judge's Office in a SEALED envelope. When submitting a SEALED Bid, RFP, RFQ, and/or Contract the envelope must be taped and/or glued closed in order for it to be accepted as a SEALED Bid, RFP, RFQ, and/or Contract.

The bidder/vendor must submit the original and required number of copies of their completed Bid, RFP, RFQ, and/or Contract and any additional required information/forms in a SEALED envelope to the Calhoun County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. The Bid, RFP, RFQ, and/or Contract will specify the date and time due.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that will be used in determining the time the Bid, RFP, RFQ, and/or Contract is received and the time deadline that the Bid, RFP, RFQ, and/or Contract will be opened. A late delivery with an early postmark or delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office will not suffice. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting bidder/vendor. The door to the County Judge's office will be closed once the due date and time has been reached and no other bids will be accepted.

Calhoun County will not be responsible for the delivery of your Bid, RFP, RFQ, and/or Contract to the office of the Calhoun County Judge. Calhoun County is not responsible for late deliveries due to postal mail or other mail delivery services delays. Calhoun County is not responsible for the delivery of the Bid, RFP, RFQ, and/or Contract to the wrong office. Calhoun County does not accept faxed or emailed Bids, RFPs, RFQs, and/or Contracts. If the bidder/vendor would like to confirm the delivery of their Bid, RFP, RFQ, and/or Contract, the bidder/vendor may call the Calhoun County Judge's office at 361-553-4600. Late Bids, RFPs, RFQs, and/or Contracts will not be accepted. Bids, RFPs, RFQs, and/or Contracts received after the deadline will not be opened and shall be considered void and unacceptable.

Bids, RFPs, RFQs, and/or Contracts must be submitted in a SEALED 9 x 12 or larger envelope, addressed as follows: Richard H. Meyer, County Judge, Calhoun County Courthouse, 211 S. Ann St., Suite 301, Port Lavaca, TX 77979.

The outside of the SEALED envelope must be clearly marked: SEALED BID (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

If the Bid, RFP, RFQ, and/or Contract is sent by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked: SEALED Bid (RFP, RFQ, or Contract) and the name of the Bid, RFP, RFQ, or Contract.

Withdrawal of Bid, RFP, RFQ, and/or Contract:

A bidder/vendor may withdraw their Bid, RFP, RFQ, and/or Contract before Calhoun County's acceptance of the Bid, RFP, RFQ, and/or Contract without prejudice to the bidder/vendor, by submitting a written request for its withdrawal to the Calhoun County Judge and mail or hand deliver to the address the Bid, RFP, RFQ, and/or Contract was submitted to.

A Bid, RFP, RFQ, and/or Contract that was opened are not subject to amendment, alteration, or change for the purpose of correcting an error in the Bid, RFP, RFQ, and/or Contract price. Bids, RFPs, RFQs, and/or Contracts containing an error may be offered "as is" or withdrawn by the bidder/vendor in accordance with applicable State Laws.

Opening and Award of Bid, RFP, RFQ, and/or Contract:

Bidders/vendors are invited to be present at the opening and awarding of the Bid, RFP, RFQ, and/or Contract.

Governing Forms:

In the event of any conflict between the terms and provisions of these conditions, the Bid, RFP or RFQ specifications or contract, if applicable, shall govern. In the event of any conflict of interpretation of any part of this overall document, Calhoun County's interpretation shall govern.

Addendums:

When specifications are revised, the Calhoun County Auditor's Office will send each bidder/vendor that received a Bid, RFP, RFQ, and/or Contract packet the addendum once it has been approved by Calhoun County Commissioners Court. No addendum can be sent out until Calhoun County Commissioners Court has approved the addendum or approved the addendum to be sent out by the Engineer with the approval from the County Commissioner or County Department in charge of the project.

Indemnification/Hold Harmless:

The successful bidder/vendor shall defend, indemnify and hold Calhoun County and its officials, agents, and employees harmless from all suits, actions, or for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's/vendor's performance. Bidder/vendor shall procure and maintain, with respect to the subject matter of this Bid, RFP, RFQ, and/or Contract, appropriate insurance coverage including, as a minimum, general liability and property damage, workers' compensation, employer's liability and auto insurance with adequate limits to cover bidder's/vendor's liability as may arise directly or indirectly from work performed under terms of this Bid, RFP, RFQ, and/or Contract. Certification of such coverage shall name, by policy endorsement, Calhoun County as an additional insured and be provided to Calhoun County upon request.

Waiver of Subrogation:

Bidder/vendor and bidder's/vendor's insurance carrier shall waive any and all rights whatsoever with regard to subrogation against Calhoun County and its respective officials, employees, and insurers as an indirect party to any suit arising out of personal or property damages resulting from bidder's/vendor's performance under this Bid, RFP, RFQ, and/or Contract. Insurers and all policies of insurance provided shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Calhoun County and its respective officials, employees, and insurers.

Bonds:

If the Bid, or RFP, requires submission of bid or proposal guarantee and performance bond, there will be a separate page explaining those requirements. Bids or RFPs submitted without the required bid bond or cashier's checks are not acceptable.

Taxes:

Calhoun County is exempt from all sales tax (state, city and county sales tax) and federal excise taxes under Section 151.309 of the Texas Tax Code. Tax exempt forms will be furnished upon request to the bidder/vendor. Tax exempt forms can be obtained from the Calhoun County Auditor's Office. Bidder/vendor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, bidder/vendor should state these items at cost.

Pricing:

Prices for all products/goods, services, and/or contracts shall be firm for the duration of the Bid, RFP, and/or Contract and shall be stated on the Bid, RFP, and/or Contract form. Prices shall be all inclusive. All prices must be written in ink or typewritten and must be legible.

Pricing on all transportation, freight, and other charges are to be prepaid by the bidder/vendor and included in the Bid, RFP, and/or Contract prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder/vendor must indicate the items required and their costs or forfeit the right to payment for such items. Additional charges added to the Bid, RFP, and/or Contract prices may void the Bid, RFP, and/or Contract.

Where unit pricing and extended pricing differ, unit pricing prevails.

Inspections:

Calhoun County reserves the right to inspect any products/goods or service location for compliance with specifications and requirements and needs of the using department before accepting them.

When applicable, Calhoun County reserves the right to enter upon any County leased premises at any time to inspect said premises.

Testing:

Calhoun County reserves the right to test equipment, supplies, materials, and products/goods bid, proposed, and/or agreed upon for quality, compliance with specifications and ability to meet the needs of the user. Should the equipment, supplies, materials, products/goods and/or services fail to meet requirements and/or be unavailable for evaluation, the Bid, RFP, and/or Contract is subject to rejection.

Material Safety Data Sheets:

Under the "Hazardous Communications Act", commonly known as the "Texas Right To Know Act", a bidder/vendor must provide to Calhoun County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder/vendor to furnish this documentation will be cause to reject any Bid, RFP, and/or Contract applying thereto.

Awards:

Calhoun County reserves the right to award this Bid, RFP, RFQ, and/or Contract on the basis of lowest and/or best Bid, RFP, RFQ, and/or Contract that met specifications in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder/vendor, to reject any or all Bids, RFPs, RFQs, and/or Contracts and to be the sole judge in determining which Bid, RFP, RFQ, and/or Contract will be most advantageous to Calhoun County.

Calhoun County will evaluate and may award a Bid, RFP, RFQ, and/or Contract based on lowest and/or best Bid, RFP, RFQ, and/or Contract meeting specifications. "Lowest and/or best Bid, RFP, RFQ, and/or Contract" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, the county's past experience with the bidder/vendor and customer service after a sale.

Calhoun County reserves the right to accept and/or reject any/all of the options Bid, any/all of the RFPs, any/all of the RFQs, and/or any/all of the Contracts as it deems to be in the best interest of the County. An award is final only upon formal execution by Calhoun County Commissioners Court.

Per Local Government Code, Sec. 262.027, Calhoun County reserves the right to reject all Bids, RFPs, RFQs, and/or Contracts and to go out for new Bids, RFPs, RFQs, and/or Contracts.

In the event of tie Bids, RFPs, RFQs, and/or Contracts, the winning Bid, RFP, RFQ, and/or Contract is determined per the Texas Local Governmental Code 262.027(b).

Calhoun County, Texas is an Affirmative Action/Equal Opportunity Employer. The County does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit Bids, RFPs, RFQs, and/or Contracts.

Assignment:

The successful bidder/vendor may not assign, sell, sublease or otherwise transfer the Bid, RFP, RFQ, and/or Contract without first obtaining the written approval of Calhoun County Commissioners Court.

A change in ownership or management shall cancel the Bid, RFP, RFQ, and/or Contract unless a mutual agreement is reached with the new owner or manager to continue the Bid, RFP, RFQ, and/or Contract under the awarded provisions and approved by Calhoun County Commissioners Court.

Term of the Bid, RFP, RFQ, and/or Contract:

If the Bid, RFP, RFQ, and/or Contract is intended to cover a specific time period, said time will be given in the specifications, instructions, and/or contracts.

Obligation of the Bid, RFP, RFQ, and/or Contract:

Bids, RFPs, RFQs, and/or Contracts are awarded only upon formal execution by Calhoun County Commissioners Court. If a contract is required, the Calhoun County Judge or other person authorized by Calhoun County Commissioners Court must sign the contract before it becomes binding on Calhoun County. No person is authorized to sign contracts until authorized by Calhoun County Commissioners Court. Calhoun County is not responsible for any contract signed without Commissioners Court approval.

Delivery:

All items shall be shipped F.O.B. inside (or site location) delivery unless otherwise stated in the specifications. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes Calhoun County to purchase supplies from the next lowest bidder/vendor that met specifications.

Rejections:

Articles not in accordance with samples and specifications must be removed by the bidder/vendor at the bidder's/vendor's expense.

All disputes concerning quality of equipment, supplies, materials, products/goods, and/or services delivered under this Bid, RFP, RFQ, and/or contract will be determined by Calhoun County Commissioners Court or their designated representative.

Termination:

Calhoun County reserves the right to terminate the Bid, RFP, RFQ, and/or Contract for default if the bidder/vendor breaches any of the terms therein, including warranties of bidder/vendor or if the bidder/vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity.

Default may be construed as, but not limited to, failure to deliver the proper products/goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Calhoun County's satisfaction and/or to meet all other obligations and requirements.

Bids, RFPs, RFQs, and/or Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified. The bidder/vendor or Calhoun County must state therein the reasons for such cancellation. Calhoun County reserves the right to award cancelled Bid, RFP, RFQ, and/or Contract to the next lowest and best bidder/vendor that met specifications and is deemed to be in the best interest of Calhoun County.

Delinquent Property Taxes:

Calhoun County reserves the right to reject any Bid, RFP, RFQ, and/or Contract submitted by a bidder/vendor owing delinquent property taxes to Calhoun County, Texas.

If the bidder/vendor subsequently becomes delinquent in the payment of Calhoun County taxes this may be grounds for cancellation of the Bid, RFP, RFQ, and/or Contract. Despite anything to the contrary, if the bidder/vendor is delinquent in payment of Calhoun County taxes at the time of invoicing, bidder/vendor assigns any payments to be made under this Bid, RFP, RFQ, and/or Contract to the Calhoun County Tax Assessor Collector for the payment of delinquent taxes.

Certificate of Interested Parties – Form 1295

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through adoption of House Bill 1295.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018.

Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code.

Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The law states that a County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) has been completed and provided to the County at the time the contract is considered for action by Commissioners Court.

The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract (Bids, RFPs, and/or RFQs also require Form 1295).

The law does not apply to a Bid, RFP, RFQ, and/or Contract between the County and another governmental entity or state agency.

The county is required to file Form 1295 with the state within thirty (30) days of approving a contract, and/or awarding a Bid, RFP, RFQ, and/or Contract with a business entity. Governmental transparency is the objective of the law.

A business entity must generate Form 1295 online. A business entity must use the application at the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number and date filed in the box marked "Office Use Only" located at the top right hand corner of the form.

An authorized agent of the business entity must sign and complete the bottom portion of the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

Calhoun County Commissioners Court will not consider for action any Contract with a business entity unless it is accompanied by a completed and signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt. A business entity will generate Form 1295 online after notification of award and submit with their signed contract. (See Attachment A to General Conditions)

No later than thirty (30) days after Calhoun County Commissioners Court approves a contract with a business entity, the Calhoun County Clerk will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after Calhoun County acknowledges receipt of the form.

Debarment:

Bidder/vendor certifies that at the time of submission of its (their) Bid, RFP, RFQ, and/or Contract, the bidder/vendor, as well as the bidder's/vendor's principals, are not on the federal government's list of suspended, ineligible or debarred bidders/vendors and that the bidder/vendor and its (their) principals have not been placed on this list between the time of the Bid, RFP, RFQ, and/or Contract submission and the time of execution of the Bid, RFP, RFQ, and/or Contract.

A print out of the search results that includes the record date showing that the Company, and its Principals, if any, have an active registration with the System for Award Management (www.SAM.gov) AND are not

debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM) must be included with the bidder's/vendor's Bid, RFP, RFQ, and/or Contract.

If bidder/vendor or its (their) principals are placed on this list during the term of the Bid, RFP, RFQ, and/or Contract, the bidder/vendor shall notify the Calhoun County Auditor. False certification or failure to notify may result in termination of the Bid, RFP, RFQ, and/or Contract for default.

Invoices and Payments:

All invoices are subject to approval by the Calhoun County Auditor's Office.

Invoices shall be billed to Calhoun County to the attention of the County Department that the invoice pertains to and, if applicable, have all necessary backup information needed.

Invoices shall be itemized (detailed) and free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable.

Invoices that are not billed to Calhoun County to the attention of the County Department that the invoice pertains to, not itemized (detailed) and/or free of sales tax (state, city and county sales tax) and federal excise taxes, if applicable, may be returned to the bidder/vendor for corrections. Calhoun County will not incur any fees and/or charges for this request and/or delay in payment of the invoice(s) that was originally submitted incorrectly.

Approval of payment of all invoices will be made once the purchase order and invoice(s) are properly and timely submitted to the Calhoun County Treasurer's Office by the appropriate County department. Each County department is responsible for submitting their purchase orders for payment to the Calhoun County Treasurer's Office by the deadline time and date set forth by the Treasurer's office. No payment can be made or mailed out until approved by Calhoun County Commissioners Court. Purchase order due dates/times and Commissioners Court dates/times are subject to change.

Calhoun County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to the seller by the county.

Gratuities:

Calhoun County may, by written notice to the bidder/vendor, cancel any order and/or service without liability, if it is determined by Calhoun County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the bidder/vendor, or any agent or representative of the bidder/vendor to any official, employee, or agent of Calhoun County with a view toward securing a Bid, RFP, RFQ, Contract, order, and/or service.

In the event a Bid, RFP, RFQ, Contract, order, and/or service is canceled by Calhoun County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by bidder/vendor in providing such gratuities.

Warranty Product:

Bidder/vendor warrants that products/goods sold to and/or services provided to Calhoun County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and OSHA Act of 1970.

In the event products/goods sold and/or services provided do not conform to OSHA Standards, where applicable, Calhoun County shall return the product/item for correction or replacement at the bidder's/vendor's expense. In the event that services do not conform to OSHA Standards, Calhoun County

may immediately stop the services and seek reimbursement for said services at the bidder's/vendor's expense.

In the event the bidder/vendor fails to make the appropriate correction within a reasonable time, correction made by Calhoun County shall be at the bidder's/vendor's expense.

Bidder/vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Bid, RFP, RFQ, and/or Contract voidable at the option of Calhoun County.

Bidder/vendor warrants that the products/goods and/or services furnished and/or performed will conform to the specifications, scope of work, general conditions, drawings, and/or descriptions listed in the Bid, RFP, RFQ, and/or Contract and to the sample(s) furnished by bidder/vendor, if any.

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

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

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease *or* if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease *or* name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies
- OR**
- #5 Mark an X in the Box if this applies
- #6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

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

My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas
POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINEE

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

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

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 DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction 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.

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

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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: Congressional District, if known: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: Congressional District, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

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

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

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

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)

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

(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

**Provide a Copy of
Current Certificate of Insurance that includes Professional
Liability**

- ☐ Provide a copy of the Company's, Corporation's, Firm's or Partnership's current Certificate of Insurance that includes proof of Professional Liability Insurance

INSERT

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

- Must include a printout 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).

REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
None	Verification No Boycott Israel. As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.	Texas Government Code 2270.002
None	Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.	Texas Government Code 2252.152
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

EO Clause for Construction Contracts > \$10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

	individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of <u>contractors and subcontractors with the equal opportunity clause and the rules,</u>	
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	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	
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THRESHOLD	PROVISION	CITATION
>\$2,000	<i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i> Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX 11 (G)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or	2 CFR 200 APPENDIX 11 (1) and 24 CFR §570.303

	employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
>\$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

Rating Sheet
Engineering, Architectural, and Surveying Services
For CMP CYCLE 29 GRANT, GLO CONTRACT NO. 25-003-009-E702
NEW AMENITIES AT BILL SANDERS COUNTY PARK
RFQ 2024.11

Recipient: Calhoun County

CMP Cycle 29 Grant, GLO Contract No. 25-003-009-E702

Name of Respondent: _____

Date of Rating: _____

Evaluator's Name: _____

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	_____
2. Has worked on federally funded construction projects	15	_____
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)	10	_____
4. Extent of experience in project construction management	15	_____
Subtotal, Experience - Enter Below	60	_____

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance - Enter Below	25	_____

NOTE: Information necessary to assess the respondent on these criteria may be gathered from past experience with the respondent and/or by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform - Enter Below	15	_____

TOTAL SCORE FROM EACH ABOVE CATEGORY

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
☐ Experience	60	_____
☐ Work Performance	25	_____
☐ Capacity to Perform	15	_____
TOTAL SCORE	100	_____

14

14. 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

HEARING DATE: Wednesday, October 2, 2024	HEARING TYPE: REGULAR	BUDGET YEAR: 2024
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FUND NO: 1000

DEPARTMENT NAME: AMBULANCE OPERATIONS-GENERAL DEPARTMENT NO: 290

AMENDMENT NO: 6013	REQUESTOR: COUNTY AUDITOR/OVERDRAWN
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AMENDMENT REASON:	OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53980	SUPPLIES/OPERATING EXPENSES	999	NO GRANT	\$0	\$0	\$0	\$1,428	\$1,428
71650	EQUIPMENT	999	NO GRANT	\$0	\$0	\$1,428	\$0	(\$1,428)
			AMENDMENT NO 6813 TOTAL	\$0	\$0	\$1,428	\$1,428	\$0

AMBULANCE OPERATIONS-GENERAL TOTAL

DEPARTMENT NAME: COUNTY CLERK

DEPARTMENT NO: 250

AMENDMENT NO: 6813	REQUESTOR: COUNTY AUDITOR/OVERDRAWN
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AMENDMENT REASON:	OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
53030	PHOTO COPIES/SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$288	\$288	
62878	INSURANCE-SURETY BONDS	999	NO GRANT	\$0	\$0	\$288	\$0		(\$288)
AMENDMENT NO 6813 TOTAL				\$0	\$0	\$288	\$288	\$0	\$0

COUNTY CLERK TOTAL

DEPARTMENT NAME: COUNTY TREASURER

DEPARTMENT NO: 210

AMENDMENT NO: 6813	REQUESTOR: COUNTY AUDITOR/OVERDRAWN
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AMENDMENT REASON:	OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE DECREASE	EXPENDITURE INCREASE DECREASE	FUND BAL

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, October 2, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND FUND NO: 1000

DEPARTMENT NAME: COUNTY TREASURER DEPARTMENT NO: 210

AMENDMENT NO: 6813		REQUESTOR: COUNTY AUDITOR/OVERDRAWN									
AMENDMENT REASON: OVERDRAWN ACCOUNTS											
ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE		
50325	DEPUTY COUNTY TREASURER	999	NO GRANT	\$0	\$0	\$0	\$200	\$200	\$200		
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$200	\$0	\$0	(\$200)		
AMENDMENT NO 6813 TOTAL				\$0	\$0	\$200	\$200	\$200	\$0		
COUNTY TREASURER TOTAL				\$0	\$0	\$200	\$200	\$200	\$0		

DEPARTMENT NAME: DISTRICT ATTORNEY DEPARTMENT NO: 510

AMENDMENT NO: 6813 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE		
71650	EQUIPMENT	999	NO GRANT	\$0	\$0	\$14,000	\$0	\$0	(\$14,000)		
73450	RENOVATION-COURTHOUSE	999	NO GRANT	\$0	\$0	\$0	\$14,000	\$14,000	\$14,000		
AMENDMENT NO 6813 TOTAL				\$0	\$0	\$14,000	\$14,000	\$14,000	\$0		
DISTRICT ATTORNEY TOTAL				\$0	\$0	\$14,000	\$14,000	\$14,000	\$0		

DEPARTMENT NAME: ELECTIONS DEPARTMENT NO: 270

AMENDMENT NO: 6813 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE		

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, October 2, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ELECTIONS

DEPARTMENT NO: 270

AMENDMENT NO: 6813 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
51613	OVERTIME BASE PAY	999	NO GRANT	\$0	\$0	\$39	\$0		(\$39)
51616	OVERTIME PREMIUM PAY	999	NO GRANT	\$0	\$0	\$20	\$0		(\$20)
64790	POSTAGE	999	NO GRANT	\$0	\$0	\$0	\$59		\$59
AMENDMENT NO 6813 TOTAL				\$0	\$0	\$59	\$59	\$0	\$0
ELECTIONS TOTAL				\$0	\$0	\$59	\$59	\$0	\$0

DEPARTMENT NAME: EMERGENCY COMMUNICATION DIVISION DEPARTMENT NO: 635

AMENDMENT NO: 6813 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
50415	DISPATCHER	999	NO GRANT	\$0	\$0	\$0	\$30,000		\$30,000
53020	OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$15,000	\$0		(\$15,000)
70654	BUILDING-EMERGENCY COMMUNIC	999	NO GRANT	\$0	\$0	\$15,000	\$0		(\$15,000)
AMENDMENT NO 6813 TOTAL				\$0	\$0	\$30,000	\$30,000	\$0	\$0
EMERGENCY COMMUNICATION DIVISION TOTAL				\$0	\$0	\$30,000	\$30,000	\$0	\$0

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES DEPARTMENT NO: 345

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, October 2, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES DEPARTMENT NO: 345

AMENDMENT NO: 6813 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
50815	PARAMEDIC	999	NO GRANT	\$0	\$0	\$0	\$7,000	\$7,000
53020	OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$3,000	\$0	(\$3,000)
61710	DEPARTMENTAL REPAIRS	999	NO GRANT	\$0	\$0	\$2,000	\$0	(\$2,000)
62430	EMPLOYMENT EXPENSES	999	NO GRANT	\$0	\$0	\$500	\$0	(\$500)
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	\$0	\$0	\$1,000	\$0	(\$1,000)
66505	TRAVEL/DUES/SUBSCRIPTIONS	999	NO GRANT	\$0	\$0	\$500	\$0	(\$500)
AMENDMENT NO 6813 TOTAL				\$0	\$0	\$7,000	\$7,000	\$0
EMERGENCY MEDICAL SERVICES TOTAL				\$0	\$0	\$7,000	\$7,000	\$0

DEPARTMENT NAME: FIRE PROTECTION-PORT O'CONNOR DEPARTMENT NO: 680

AMENDMENT NO: 6811 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)
53980	SUPPLIES/OPERATING EXPENSES	999	NO GRANT	\$0	\$0	\$0	\$1,500	\$1,500
65740	SERVICES	999	NO GRANT	\$0	\$0	\$1,500	\$0	(\$1,500)
AMENDMENT NO 6811 TOTAL				\$0	\$0	\$1,500	\$1,500	\$0
FIRE PROTECTION-PORT O'CONNOR TOTAL				\$0	\$0	\$1,500	\$1,500	\$0

DEPARTMENT NAME: JAIL DEPARTMENT NO: 180

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, October 2, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: JAIL

DEPARTMENT NO: 180

AMENDMENT NO: 6813 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53420	JAIL MAINTENANCE/SUPPLIES	999	NO GRANT	\$0	\$0	\$500	\$0	(\$500)
63740	MEAL ALLOWANCE	999	NO GRANT	\$0	\$0	\$0	\$500	\$500
AMENDMENT NO 6813 TOTAL				\$0	\$0	\$500	\$500	\$0
JAIL TOTAL				\$0	\$0	\$500	\$500	\$0

DEPARTMENT NAME: LIBRARY

DEPARTMENT NO: 140

AMENDMENT NO: 6813 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
64790	POSTAGE	999	NO GRANT	\$0	\$0	\$100	\$0	(\$100)
66498	TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$0	\$100	\$100
AMENDMENT NO 6813 TOTAL				\$0	\$0	\$100	\$100	\$0
LIBRARY TOTAL				\$0	\$0	\$100	\$100	\$0

DEPARTMENT NAME: OTHER FINANCING

DEPARTMENT NO: 520

AMENDMENT NO: 6807 REQUESTOR: SHERIFF

AMENDMENT REASON: INCREASE BUDGET FOR SALE OF K9 LIMA APPRVD IN CC 9/25/24

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, October 2, 2024

Hearing Type: Regular

Budget Year: 2024

Fund Name General Fund

Fund No: 1000

Department Name: Other Financing

Department No: 520

Amendment No: 6807

Requestor: Sheriff

Amendment Reason: INCREASE BUDGET FOR SALE OF K9 LIMA APPRVD IN CC 9/25/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
90005	GAIN/LOSS ON SALE OF ASSETS	999	NO GRANT	\$0	\$0	\$0	\$5,000	\$5,000
AMENDMENT NO 6807 TOTAL				\$0	\$0	\$0	\$5,000	\$5,000
OTHER FINANCING TOTAL				\$0	\$0	\$0	\$5,000	\$5,000

Department Name: ROAD AND BRIDGE-PRECINCT #1

Department No: 540

Amendment No: 6806

Requestor: Commissioner Precinct #1

Amendment Reason: LINE ITEM ADJUSTMENT TO PAY BILLS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$3,830	\$3,830
53520	TIRES AND TUBES	999	NO GRANT	\$0	\$0	\$500	\$0	(\$500)
53630	INSECTICIDES/PESTICIDES	999	NO GRANT	\$0	\$0	\$3,100	\$0	(\$3,100)
53995	UNIFORMS	999	NO GRANT	\$0	\$0	\$230	\$0	(\$230)
AMENDMENT NO 6806 TOTAL				\$0	\$0	\$3,830	\$3,830	\$0
ROAD AND BRIDGE-PRECINCT #1 TOTAL				\$0	\$0	\$3,830	\$3,830	\$0

Department Name: ROAD AND BRIDGE-PRECINCT #3

Department No: 560

Tuesday, October 1, 2024

Page 6 of 10

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, October 2, 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: 6813 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51540	TEMPORARY	999	NO GRANT	\$0	\$0	\$3,287	\$0	(\$3,287)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$3,287	\$3,287
AMENDMENT NO 6813 TOTAL				\$0	\$0	\$3,287	\$3,287	\$0
ROAD AND BRIDGE-PRECINCT #3 TOTAL				\$0	\$0	\$3,287	\$3,287	\$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #4

DEPARTMENT NO: 570

AMENDMENT NO: 6810 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)
51540	TEMPORARY	999	NO GRANT	\$0	\$0	\$0	\$4,000	\$4,000
51630	COMP TIME PAY	999	NO GRANT	\$0	\$0	\$4,000	\$0	(\$4,000)
53630	INSECTICIDES/PESTICIDES	999	NO GRANT	\$0	\$0	\$2,346	\$0	(\$2,346)
60520	BUILDING REPAIRS	999	NO GRANT	\$0	\$0	\$0	\$2,346	\$2,346
AMENDMENT NO 6810 TOTAL				\$0	\$0	\$6,346	\$6,346	\$0
ROAD AND BRIDGE-PRECINCT #4 TOTAL				\$0	\$0	\$6,346	\$6,346	\$0

DEPARTMENT NAME: SHERIFF

DEPARTMENT NO: 760

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, October 2, 2024

HEARING TYPE: REGULAR

BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: SHERIFF

DEPARTMENT NO: 760

AMENDMENT NO: 6807 REQUESTOR: SHERIFF

AMENDMENT REASON: INCREASE BUDGET FOR SALE OF K9 LIMA APPRVD IN CC 9/25/24

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$5,000	\$0	\$0	(\$5,000)
AMENDMENT NO 6807 TOTAL				\$0	\$0	\$5,000	\$0	\$0	(\$5,000)

SHERIFF TOTAL	\$0	\$0	\$5,000	\$0	(\$5,000)
GENERAL FUND TOTAL	\$0	\$0	\$73,538	\$73,538	\$0

FUND NAME JUSTICE COURT TECHNOLOGY FUND

FUND NO: 2719

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6808 REQUESTOR: JUSTICE COURT TECHNOLOGY FUND

AMENDMENT REASON: ADJUST BUDGET FOR JUNE REVENUE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
70751	CAPITAL OUTLAY-JP PCT #1	999	NO GRANT	\$0	\$0	\$190	\$0	\$0	(\$190)
70752	CAPITAL OUTLAY-JP PCT #2	999	NO GRANT	\$0	\$0	\$31	\$0	\$0	(\$31)
70753	CAPITAL OUTLAY-JP PCT #3	999	NO GRANT	\$0	\$0	\$80	\$0	\$0	(\$80)
70754	CAPITAL OUTLAY-JP PCT #4	999	NO GRANT	\$0	\$0	\$9	\$0	\$0	(\$9)
70755	CAPITAL OUTLAY-JP PCT #5	999	NO GRANT	\$0	\$0	\$35	\$0	\$0	(\$35)
AMENDMENT NO 6808 TOTAL				\$0	\$0	\$345	\$0	\$0	(\$345)

NO DEPARTMENT TOTAL	\$0	\$0	\$345	\$0	(\$345)
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DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, October 2, 2024

HEARING TYPE: REGULAR

BUDGET YEAR: 2024

FUND NAME JUSTICE COURT TECHNOLOGY FUND

FUND NO: 2719

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6808

REQUESTOR: JUSTICE COURT TECHNOLOGY FUND

AMENDMENT REASON: ADJUST BUDGET FOR JUNE REVENUE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
44061	FEES-JUSTICE OF PEACE-PRECINC	999	NO GRANT	\$177	\$0	\$0	\$0	\$177	\$0
44062	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$29	\$0	\$0	\$0	\$29	\$0
44063	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$74	\$0	\$0	\$0	\$74	\$0
44064	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$8	\$0	\$0	\$0	\$8	\$0
44065	FEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$33	\$0	\$0	\$0	\$33	\$0
46020	INT INC-JUSTICE SYSTEM	999	NO GRANT	\$24	\$0	\$0	\$0	\$24	\$0
AMENDMENT NO 6808 TOTAL				\$345	\$0	\$0	\$0	\$345	\$0

REVENUE TOTAL

\$345

\$0

\$0

\$0

\$345

JUSTICE COURT TECHNOLOGY FUND TOTAL

\$345

\$0

\$345

\$0

\$0

FUND NAME POC COMMUNITY CENTER

FUND NO: 2736

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6812

REQUESTOR: COMMISSIONER PRECINCT #4

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE		EXPENDITURE		FUND BAL	
				INCREASE	DECREASE	INCREASE	DECREASE	INCREASE	DECREASE
65482	REPAIRS - POC COMMUNITY CENTE	999	NO GRANT	\$0	\$0	\$0	\$6,400	\$6,400	\$0
66616	UTILITIES-POC COMMUNITY CENTE	999	NO GRANT	\$0	\$0	\$6,400	\$0	(\$6,400)	\$0
AMENDMENT NO 6812 TOTAL				\$0	\$0	\$6,400	\$6,400	\$0	\$0
NO DEPARTMENT TOTAL				\$0	\$0	\$6,400	\$6,400	\$0	\$0
POC COMMUNITY CENTER TOTAL				\$0	\$0	\$6,400	\$6,400	\$0	\$0

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, October 2, 2024

HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME JUVENILE PROBATION FUND

FUND NO: 9200

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6809 REQUESTOR: JUVENILE PROBATION

AMENDMENT REASON: UPDATE TO TJJD GRANT BUDGET AMOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
65410	REGIONAL DIVERSION ALTERNATV	805	JUVENILE PROBATION-TJJD - AMENDMENT NO 6809 TOTAL	\$0	\$0	\$0	\$30,112	\$30,112
NO DEPARTMENT TOTAL				\$0	\$0	\$0	\$30,112	\$30,112

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6809 REQUESTOR: JUVENILE PROBATION

AMENDMENT REASON: UPDATE TO TJJD GRANT BUDGET AMOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
43147	JUVENILE PROBATION - TJJD REIMB	805	JUVENILE PROBATION-TJJD - AMENDMENT NO 6809 TOTAL	\$0	\$30,112	\$0	\$0	(\$30,112)
REVENUE TOTAL				\$0	\$30,112	\$0	\$0	(\$30,112)
JUVENILE PROBATION FUND TOTAL				\$0	\$30,112	\$0	\$30,112	\$0
Grand Total				\$345	\$30,112	\$80,283	\$110,050	\$0

15

15. 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 10:33am

October 2, 2024

APPROVAL LIST - 2024 BUDGET
COMMISSIONERS COURT MEETING OF

10/02/24

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 21

FICA	PAYROLL 9/27/2024		\$424,471.79
MEDICARE	PAYROLL 9/27/2024	P/R	\$ 62,114.62
FWH	PAYROLL 9/27/2024	P/R	\$ 14,526.82
NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL 9/27/2024	P/R	\$ 39,282.60
OFFICE OF THE ATTORNEY GENERAL - CHILD SUPPORT	PAYROLL 9/27/2024	P/R	\$ 1,732.50
VOYA	PAYROLL 9/27/2024	P/R	\$ 2,322.10
VOYAGER	PAYROLL 9/27/2024	P/R	\$ 1,875.00
	FUEL USAGE	A/P	\$ 17,211.95

TOTAL VENDOR DISBURSEMENTS:

\$ 563,537.38

CALHOUN COUNTY OPERATING ACCOUNT (TRANSFER FROM MONEY MKT TO OP ACCT FOR AP)

\$ 1,250,000.00

TOTAL INVESTMENT ACTIVITY AND TRANSFERS BETWEEN FUNDS:

\$ 1,250,000.00

TOTAL AMOUNT FOR APPROVAL:

\$ 1,813,537.38

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.2.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
AMBULANCE OPERATIONS-GENERAL	290	EQUIPMENT	71650	FRAZER LTD	2266	96714	GNL AMB 9/6 ELEC FOLDING STEP- MBVFD	1,428.19	
AMBULANCE OPERATIONS-GENERAL	Total 290							1,428.19	0.00
AMBULANCE OPERATIONS-SEADRIFT	340	SERVICES	65740	FRONTIER COMMUNICATIONS	2855	3617852...	SEA AMB 9/25 ACT# 361-785-2911- 010699-5 PHONE 9/25- 10/24	80.84	
AMBULANCE OPERATIONS-SEADRIFT	Total 340							80.84	0.00
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	GRAINGER	2749	9247077...	MAINT 9/12 DISPOSER- GARBAGE DISPOSAL @ BAUER	170.33	
			53610	TOTAL MAINTENANCE SOLUTIONS	3620	INV134...	MAINT 9/19 (25 EA) MOLDED DISC SLOAN, DIAPHRAGM	284.75	
			53610	GULF COAST HARDWARE LLC	63196	192358	MAINT 9/19 TOGGLE SWITCH, HARDWARE	13.28	
			53610	GULF COAST HARDWARE LLC	63196	192398	MAINT 9/20 (10) WATER SOFTENER PELLETS	95.90	
			53610	GULF COAST HARDWARE LLC	63196	192494	MAINT 9/24 LED BULB	13.99	
			53610	SHERWIN WILLIAMS	7215	37382	MAINT 9/11 PAINT	48.99	
			53610	SHERWIN WILLIAMS	7215	37390	MAINT 9/11 PAINT BRUSHES	13.69	
			53640	GULF COAST PAPER CO INC	2619	2573364	MAINT 9/17 POLISH SPRAY & PAD, MOPS, HANDLES	369.36	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2575876	MAINT 9/24 DUST PAN	10.75	
			53640	GULF COAST PAPER CO INC	2619	2575879	MAINT 9/24 MICROFIBER CLOTHS, RAGS	59.76	
			53640	GULF COAST PAPER CO INC	2619	2575880	MAINT 9/24 MOP HANDLE, BUFFING PAD, MOP	9.26	
			53640	GULF COAST PAPER CO INC	2619	2576044	MAINT 9/24 BUFFING PAD, MOP	11.28	

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		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615502...	MAINT 9/12 ACT# 287022659855 PHONE 8/13-9/12	220.34	
		UTILITIES-AG BLDG/FAIRGROUNDS	66602	CITY OF PORT LAVACA	861	1415150...	MOSO/BAUER/AG 9/19 ACT# 14-1515-00 WATER 8/15- 9/15	281.84	
			66602	CITY OF PORT LAVACA	861	1415200...	MOSO/BAUER/AG 9/19 ACT# 14-1520-00 WATER 8/15- 9/15	143.53	
			66602	REPUBLIC SERVICES #847	8897	0847001...	FG 9/26 ACT# 3-0847-0004638 OCT 2024 TRASH	231.97	
		UTILITIES-COURTHOUSE AND JAIL	66604	REPUBLIC SERVICES #847	8897	0847001...	CH 9/26 ACT# 3-0847-0004639 OCT 2024 TRASH	378.52	
		UTILITIES-JAIL	66605	REPUBLIC SERVICES #847	8897	0847001...	JAIL 9/26 ACT# 3-0847-0004640 OCT 2024 TRASH	378.52	
		CAPITAL OUTLAY-ROOF(S)	70825	G&W ENGINEERS, INC.	2601	5310026...	MAINT 9/12 ANNEX I ROOF PROJ ENG SVCS 8/5- 9/1	5,000.00	
BUILDING MAINTENANCE	Total 170							7,736.06	0.00
COMMISSIONERS COURT	230	S.E.C. REPORTS	65650	HILLTOP SECURITIES INC	2802	109877	COM CRT 7/29 CONT DISCLOSURE FEE FYE 12/31/2023	2,500.00	
		CAPITAL OUTLAY	70750	KMAC CONSTRUCTION SERVICES INC	27750	0724241...	COM CRT 7/24 ASBESTOS ABATEMENT @ 308 S ANN- APRV'D 7/10/24	10,660.00	
COMMISSIONERS COURT	Total 230								
COUNTY AUDITOR	190	POSTAGE	64790	VILLARREAL CANDICE	6006	PO1900...	AUDITOR 9/23 REIMB EXPRESS POSTAGE	13,160.00	0.00
COUNTY AUDITOR	Total 190							31.70	
								31.70	0.00

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COUNTY CLERK	250	TRAINING TRAVEL OUT OF COUNTY	66316	HOLLADAY JANICE	EM...	PO2509...	CO CLK 9/24 TRAVEL REIMB- CORPUS CHRISTI, TX 9/24/24	115.91	
COUNTY CLERK	Total 250							115.91	0.00
COUNTY COURT-AT-LAW	410	GENERAL OFFICE SUPPLIES	53020	KARTCHNER KARESH	EM...	PO4109...	CRT@LAW1 8/26 REIMB BREAKFAST FOR JURY	77.00	
COUNTY COURT-AT-LAW	Total 410							77.00	0.00
COUNTY TAX COLLECTOR	200	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	37479424	TAX A/C 9/19 COPIER LEASE 8/14- 9/13	139.30	
COUNTY TAX COLLECTOR	Total 200							139.30	0.00
COUNTY TREASURER	210	TRAINING REGISTRATION FEES/TRAVEL	66310	TEXAS ASSOCIATION OF COUNTIES	7819	263882	TREAS 9/9 CONF REG- HOUSTON, TX 11/7- 11/8	185.00	
COUNTY TREASURER	Total 210							185.00	0.00
DISTRICT ATTORNEY	510	TRAINING TRAVEL OUT OF COUNTY	66316	DUNN CHRISTY BROWN	EM...	PO5109...	DA 9/26 TRAVEL REIMB- GALVESTON, TX 9/17- 9/20	267.90	
DISTRICT ATTORNEY	Total 510						DA 9/26 TRAVEL REIMB- GALVESTON, TX 9/17- 9/20	912.65	
DISTRICT CLERK	420	TRAINING TRAVEL OUT OF COUNTY	66316	GARZA ALICIA	EM...	PO4202...	DIST CLK 9/24 TRAVEL REIMB- CORPUS CHRISTI, TX 9/24/24	115.78	
DISTRICT CLERK	Total 420							1,180.55	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050	MILES ZACHARY A	1380	2024199	DIST CRT 9/19 C# 2023-CR-8886-DC B. FENNER, SR	350.00	
DISTRICT COURT	Total 430							115.78	0.00

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DISTRICT COURT	Total 430		60050	DISHER DAVID A	1398	2024200	DIST CRT 9/19 C# 2024-CR-9009-DC J. MORENO	930.00	
			60050	DISHER DAVID A	1398	2024201	DIST CRT 9/19 C# 2024-CR-8947-DC 24-PF-0008-DC F. SANDOVAL	2,950.00	
			60050	RIVERA JOE A	3449	2024204	DIST CRT 9/19 C# 2024-CR-9011-DC G. ELLERBE	450.00	
			60050	BEELER JAMES R	499	2024205	DIST CRT 9/19 C# 2024-CR-9004-DC S. JACKSON	450.00	
			60050	POWERS RICHARD J	63890	2024202	DIST CRT 9/19 C# 2023-CR-8810-DC J. JOHNSON	350.00	
			60050	POWERS RICHARD J	63890	2024203	DIST CRT 9/19 C# 2024-CR-9006-DC L. VILLALOBOS	450.00	
			60050	CLARK JERRY	9858	2024206	DIST CRT 9/19 C# 2024-CR-8975-DC J. LOTT	450.00	
			60050	CLARK JERRY	9858	2024207	DIST CRT 9/19 C# 2024-CR-9005-DC K. SPREE	450.00	
								6,830.00	0.00
			53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2100...	ELEC 9/17 RPTNG SETUP, BALLOT TYPES, FACES, MEDIA BURN	3,069.07	
ELECTIONS	270	ELECTION SUPPLIES	53020	QUILL LLC	6602	40673409	EMER COMM 9/19 PAPER, PRINTER, LABELS, STATIONARY	1,973.70	
ELECTIONS	Total 270		66192	AT&T MOBILITY	5209	3619206...	EMER COMM 9/19 ACT# 287343846709 PHONE 8/20- 9/19	41.85	
			70654	CDW GOVERNMENT INC	1152	AA26Y6...	EMER COMM 8/22 VIDEO CONF KIT & EQUIP	3,509.14	
EMERGENCY COMMUNICATION DIVISION	635	GENERAL OFFICE SUPPLIES						3,069.07	0.00

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EMERGENCY COMMUNICATION DIVISION	Total 635								
			70654	CDW GOVERNMENT INC	1152	AA5613M	EMER COMM 9/13 ADJ EXT COLUMN	74.30	
			70654	CDW GOVERNMENT INC	1152	AA6DG...	EMER COMM 9/14 PROJECTOR MNT	216.93	
								5,815.92	0.00
EMERGENCY MANAGEMENT	630	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615501...	EMER MGMT 9/19 ACT# 287342194111 PHONE 8/20-9/19	129.72	
		TRAINING TRAVEL OUT OF COUNTY	66316	THIGPEN LADONNA	4605	PO6305...	EMER MGMT 9/25 OUT OF CNTY TRAVEL REIM- 1/4-6/6	165.49	
	Total 630							295.21	0.00
EMERGENCY MEDICAL SERVICES	345	SUPPLIES/OPERATING EXPENSES	53980	AIRGAS USA, LLC	136	5510650...	EMS 8/31 AUG 2024 CYLINDER RENTAL	1,587.87	
		COLLECTIONS-ACCOUNTS RECEIVABLE	53980 60890	AIRGAS USA, LLC EMERGICON LLC	136 2870	9153536... 15108	EMS 9/9 OXYGEN EMS 8/31 AUG 2024 COLLECS	647.45 13,753.28	
		DEPARTMENTAL REPAIRS	61710	HURT'S WASTEWATER MANAGEMENT	3122	4306953...	EMS STH 9/19 SEPTIC PUMPING	775.00	
			61710	BOURG DANNY H	425	2051	EMS STH 9/4 REPL BAY LIGHTS	1,059.00	
		EMPLOYMENT EXPENSES	62430	MEMORIAL MEDICAL CENTER	5099	1165062...	EMS 9/4 TTERS- C. TAYLOR	239.19	
		MACHINERY/EQUIPMENT REPAIRS	63530	O REILLY AUTO PARTS	5803	0575382...	EMS 8/9 BRAKE PADS- U3	60.20	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615504...	EMS 9/11 ACT# 826401254 ADMIN/AMB PHONE 9/12-10/11	487.58	
		UTILITIES	66600	WHITE TRASH SERVICES	1952	235694	EMS STH 9/19 OCT 2024 TRASH	103.04	
			66600	CITY OF PORT LAVACA	861	1452250...	EMS 9/19 ACT# 14-5225-00 WATER 8/15- 9/15	388.42	

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EMERGENCY MEDICAL SERVICES	Total 345							19,101.03	0.00
FIRE PROTECTION-OLIVIA/ALTO	650	SERVICES	65740	SIDDONS-MARTIN EMERGENCY GROUP	8192	3160000...	OPA VFD 1/31 PUMP TEST SVC- U430	570.00	
FIRE PROTECTION-OLIVIA/ALTO	Total 650							570.00	0.00
FIRE PROTECTION-SEADRIFT	690	SUPPLIES/OPERATING EXPENSES	53980	DACO FIRE EQUIPMENT INC	1400	88811	SEA VFD 9/9 MIDRANGE PUMP END, DRIVE CARRIER ASSY	2,416.66	
FIRE PROTECTION-SEADRIFT	Total 690							2,416.66	0.00
FIRE PROTECTION-SIX MILE	695	UTILITIES	66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	6MILE VFD 9/26 ACT# 981270-022 ELEC 8/17- 9/17	109.25	
FIRE PROTECTION-SIX MILE	Total 695							109.25	0.00
FLOOD PLAIN ADMINISTRATION	710	AUTO ALLOWANCES	60332	THIGPEN LADONNA	4605	PO6305...	FLOOD PLAIN 9/25 IN-CNTY TRAVEL REIM- 2/14- 8/19	140.70	
FLOOD PLAIN ADMINISTRATION	Total 710							140.70	0.00
INFORMATION TECHNOLOGY	275	UTILITIES-117 W. ASH ST. BUILDING	66609	REPUBLIC SERVICES #847	8897	0847001...	IT 9/26 ACT# 3-0847-0004634 OCT 2024 TRASH	39.08	
INFORMATION TECHNOLOGY	Total 275							39.08	0.00
JAIL OPERATIONS	180	JAIL MAINTENANCE/SUPPLIES GROCERIES	53420 53955	GULF COAST PAPER CO INC PERFORMANCE FOOD GROUP INC	2619 63650	2573359 3051326	JAIL 9/17 LAUNDRY DETERGENT JAIL 9/23 INMATE GROCERIES	639.24 2,372.86	

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LIBRARY	Total 140	TRAVEL IN COUNTY	66476	CARBAJAL THERESA	EM...	PO0920...	LIBRARY 9/20 TRAVEL REIMB- POC 9/14/24	33.50	
		UTILITIES-PORT O'CONNOR LIBRARY	66620	VICTORIA ELECTRIC COOP, INC	8205	1008600...	POC LIBRARY 9/26 ACT# 10086-002 ELEC 8/17- 9/17	307.87	
MISCELLANEOUS	280	INSURANCE-NOTARY BONDS	62874	NOTARY PUBLIC UNDERWRITERS	5414	PO2024...	JP2 9/18 NOTARY BOND, FILING FEE	344.55	0.00
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615536...	MUSEUM 9/22 ACT# 361-553-6868- 083005-5 PHONE 9/22- 10/21	71.00	
			66192	MCI MEGA PREFERRED	5035	POMCI9...	CALCO 9/19 ACT# 08615304863 LONG DISTANCE SVC	74.73	
MISCELLANEOUS	Total 280							58.27	
NO DEPARTMENT	999	ACCRUED UNITED WAY	20525	UNITED WAY OF CALHOUN COUNTY	8019	PO0925...	CALCO 9/25 SEPT 2024 DONATIONS	204.00	0.00
		ACCRUED MISCELLANEOUS	20533	TMPA	7723	PO0925...	CALCO 9/25 SEPT 2024 PREMIUMS	10.00	
			20533	U. S. DEPT OF THE TREASURY	8928	PO0927...	CREDITOR AGENCY# WG2601672- EMPL- RANDALL ROJAS- #4200	282.68	
		DUE TO JP COLLECTIONS ATTORNEY	20770	MCCREARY VESELKA BRAGG ALLEN	5255	291178	JP1 8/13 COLLECTION FEES	103.59	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	291486	JP1 8/20 COLLECTION FEES	42.91	
			20770	MCCREARY VESELKA BRAGG ALLEN	5255	292636	JP1 9/17 COLLECTION FEES	42.91	
NO DEPARTMENT	Total 999							1,701.63	
ROAD AND BRIDGE-PRECINCT #1	540	MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301118...	RB1 9/19 HOSE CLAMPS, BRAKE CLEANER- #0268	2,183.72	0.00
		TIRES AND TUBES	53520	CARY'S TIRE & AUTOMOTIVE LLC	89820	30989	RB1 9/17 TIRE- #0279	5.70	
			53520	CARY'S TIRE & AUTOMOTIVE LLC	89820	30999	RB1 9/19 (8) TIRES- GOOSENECK TRAILER	249.98	
								1,964.91	

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		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4205665...	RB1 9/19 UNIFORMS	150.64	
		BLDG REPAIRS-PARKS	60370	HURTS WASTEWATER MANAGEMENT	3122	4306144...	RB1 9/12 MAG BEACH RR REPAIRS	255.00	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3619203...	RB1 9/20 ACT# 287333689816 IPAD WIFI 9/21- 10/20	71.52	
			66192	AT&T MOBILITY	5209	3619209...	RB1 9/15 ACT# 287343529199 PHONE 8/16- 9/15	41.85	
		UTILITIES	66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 9/26 ACT# 981270-020 ELEC 8/17- 9/17	311.28	
		UTILITIES-PARKS	66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 9/26 ACT# 981270-016 ELEC 8/17- 9/17	66.27	
			66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 9/26 ACT# 981270-025 ELEC 8/17- 9/17	85.64	
			66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB1 9/26 ACT# 981270-028 ELEC 8/17- 9/17	36.34	
			66614	CITY OF PORT LAVACA	861	1421050...	CHOC BAY PK 9/19 ACT# 14-2105-00 WATER 8/15- 9/15	87.32	
			66614	CITY OF PORT LAVACA	861	1421100...	CHOC BAY PK 9/19 ACT# 14-2110-00 WATER 8/15- 9/15	42.80	
ROAD AND BRIDGE-PRECINCT #1	Total 540							3,369.25	0.00
ROAD AND BRIDGE-PRECINCT #2	550	MACHINERY PARTS/SUPPLIES EQUIPMENT RENTAL UTILITIES	53210 62510 66600 66600 66600 66600	GULF INTERNATIONAL LLC UNITED RENTALS (N AMERICA)INC VICTORIA ELECTRIC COOP, INC VICTORIA ELECTRIC COOP, INC VICTORIA ELECTRIC COOP, INC VICTORIA ELECTRIC COOP, INC	2952 63370 8205 8205 8205 8205 8205 8205	X501075... 2326194... 9812700... 9812700... 9812700... 9812700... 9812700... 9812700...	RB2 9/18 HEAD MIRROR RB2 9/11 WATER TRUCK RENTAL- 9/2- 9/11 RB2 9/26 ACT# 981270-007 ELEC 8/26- 9/26 RB2 9/26 ACT# 981270-010 ELEC 8/26- 9/26 RB2 9/26 ACT# 981270-017 ELEC 8/17- 9/17 RB2 9/26 ACT# 981270-027 ELEC 8/17- 9/17	165.83 2,395.00 10.97 10.97 281.31 75.69	

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ROAD AND BRIDGE-PRECINCT #2	Total 550	UTILITIES-PARKS	66614	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB2 9/26 ACT# 981270-013 ELEC 8/17- 9/17	133.78	
ROAD AND BRIDGE-PRECINCT #3	560	MACHINERY PARTS/SUPPLIES	53210	RB EVERETT & COMPANY	1837	SI133225	RB3 9/12 BLOWER- OIL TRUCK	3,073.55	0.00
			53210	FASTENAL COMPANY	2274	TXPOT2...	RB3 8/28 COTTER PINS- SHREDDER	97.16	
			53210	O REILLY AUTO PARTS	5803	0575390...	RB3 9/18 FUEL PUMP- MOSQUITO TRUCK	13.50	
			53210	O REILLY AUTO PARTS	5803	0575390...	RB3 9/20 AIR CHUCK & HOSE	38.99	
			53210	GULF COAST HARDWARE LLC	63193	192327	RB3 9/18 PINS, WRENCH COMB, HARDWARE- MINI EX	18.39	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB3 9/13 FUEL PUMP, FILTER- MOSQUITO SPRAYER	119.75	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB3 9/17 HOSE, ANTIFREEZE- U36	56.15	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB3 9/17 RELAYS- MOSQUITO UNIT	221.40	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB3 9/18 SPK PLUGS, BATTERY, TIE ROD END- SWEEPER	24.94	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301118...	RB3 9/20 STARTER, PUMP- OLDEST SPRAYER	589.65	
		TIRES AND TUBES	53210	VICTORIA OLIVER COMPANY INC	8232	P18773.	RB3 9/17 TRACTOR MIRROR	196.92	
		TOOLS	53520	CARY'S TIRE & AUTOMOTIVE LLC	89820	30987	RB3 9/17 TIRE- 20" TRAILER	85.10	
			53595	O REILLY AUTO PARTS	5803	0575390...	RB3 9/18 SOCKETS, WRENCH	130.98	
		INSECTICIDES/PESTICIDES	53630	GULF COAST HARDWARE LLC	63193	192260	RB3 9/16 ERASER HERBICIDE	100.41	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4204158...	RB3 9/5 FRESHENERS	89.99	
								9.48	

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ROAD AND BRIDGE-PRECINCT #3		SUPPLIES-MISCELLANEOUS	53640	CINTAS CORPORATION LOC. 083	958	4205513...	RB3 9/18 FRESHENERS	9.48	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB3 9/16 OIL, FILTER, WASHER FLUID, MISC SUPP	95.17	
			53992	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB3 9/17 FITTINGS, FILTER, MISC SUPP	125.08	
			53995	CINTAS CORPORATION LOC. 083	958	4204158...	RB3 9/5 UNIFORMS	144.30	
			53995	CINTAS CORPORATION LOC. 083	958	4205513...	RB3 9/18 UNIFORMS	144.30	
	Total 560							2,311.14	0.00
ROAD AND BRIDGE-PRECINCT #4	570	MACHINERY PARTS/SUPPLIES	53210	BOHLS BEARING & POWER	481	285492	RB4 9/18 BANDED BELT	756.38	
			53210	BOHLS BEARING & POWER	481	285493	RB4 9/18 NON KEYED SHAFTING	40.55	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB4 9/12 BATTERIES	134.31	
		LUMBER	53210	VICTORIA FARM EQUIPMENT CO INC	8207	71087	RB4 9/18 SHOE, WING 3/8" STOVE	97.20	
			53550	POC HARDWARE & SUPPLY	6242	176598	RB4 8/9 LUMBER	12.19	
		SUPPLIES-MISCELLANEOUS	53992	POC HARDWARE & SUPPLY	6242	174209	RB4 7/31 BOLTS, WASHERS, SHOVELS	186.93	
			53992	POC HARDWARE & SUPPLY	6242	174213	RB4 7/31 BOLTS, WASHERS, SAW BLADES	153.55	
			53992	POC HARDWARE & SUPPLY	6242	176082	RB4 8/29 GLOVES, GALV SHACKELS	79.58	
			53992	POC HARDWARE & SUPPLY	6242	176173	RB4 8/20 MRKNG PAINT, RAKE, AIR HOSE, CONNECTIONS	238.20	
			53992	POC HARDWARE & SUPPLY	6242	176598	RB4 8/9 ALL THREAD, NUTS, WASHERS, FOAM SPRAY	49.36	
			53992	THIRD COAST DISTRIBUTING, LLC	75930	033760	RB4 9/18 SUPERWELD, EPOXY SYRINGE	17.98	

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ROAD AND BRIDGE-PRECINCT #4	760	TIRE AND TUBES	53992	TRI-WHOLESALE COMPANY, INC.	7637	9301117...	RB4 9/18 DIEELC GREASE	15.63	
			63530	ROBBINS ALLEN LEE	52201	1218	RB4 9/13 RESET ECM ON CHIP SPREADER	230.00	
			64400	RUDON LEASE SERVICE INC	6840	6842	RB4 9/17 HAUL EQUIP	600.00	
			66192	FRONTIER COMMUNICATIONS	2855	3617853...	RB4 9/25 ACT# 361-785-3141-010165-5 PHONE 9/25- 10/24	235.25	
			66192	MCI MEGA PREFERRED	5035	POMC19...	CALCO 9/19 ACT# 08615304863 LONG DISTANCE SVC	0.03	
			66600	PORT O'CONNOR IMPROVEMENT	62370	7550020...	RB4 10/1 ACT# 7550020000 WATER	99.98	
			66600	PORT O'CONNOR IMPROVEMENT	62370	7550025...	RB4 10/1 ACT# 7550025300 WATER	117.82	
			66600	PORT O'CONNOR IMPROVEMENT	62370	7550084...	RB4 10/1 ACT# 7550084500 WATER	58.98	
			66600	VICTORIA ELECTRIC COOP, INC	8205	4463680...	RB4 9/26 ACT# 44636806-001 ELEC 8/17- 9/17	38.97	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/26 ACT# 981270-001 ELEC 8/17- 9/17	370.22	
SHERIFF	760	TIRE AND TUBES	66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/26 ACT# 981270-005 ELEC 8/26- 9/26	21.72	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/26 ACT# 981270-006 ELEC 8/17- 9/17	176.55	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/26 ACT# 981270-009 ELEC 8/17- 9/17	109.18	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/26 ACT# 981270-011 ELEC 8/17- 9/17	41.15	
			66600	VICTORIA ELECTRIC COOP, INC	8205	9812700...	RB4 9/26 ACT# 981270-012 ELEC 8/17- 9/17	57.91	
			Total 570					3,939.62	0.00
			53520	FIRESTONE OF PORT LAVACA LLC	5584	0087163	SO 9/20 MNT/BAL TIRES- U14	100.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.2.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		GASOLINE/OIL/DIESEL/GRE...	53540	HERNANDEZ GEORGE	EM...	PO7609...	SO 9/20 FUEL REIMB- 9/20/24	29.42	
		AUTOMOTIVE REPAIRS	60360	KNEUPPER CARROLL	3678	46779	SO 9/18 OIL CHG- U9	100.94	
			60360	KEATHLEY BRUCE CLAYTON	4231	1012307	SO 9/19 REPL WINDSHIELD- U19	616.22	
			60360	KEATHLEY BRUCE CLAYTON	4231	1012309	SO 9/19 REPL WINDSHIELD- U48	569.90	
			60360	FIRESTONE OF PORT LAVACA LLC	5584	0087092	SO 9/17 CK BRAKES, REPL- VAC PUMP, BRAKE BSTR, OIL CLR LINES	1,854.46	
		MACHINE MAINTENANCE	63500	DIAMOND INSPECTIONS #2	1422	18971	SO 9/17 STATE INSPECTION	7.00	
			63500	DIAMOND INSPECTIONS #2	1422	18974	SO 9/20 STATE INSPECTION	7.00	
			63500	DIAMOND INSPECTIONS #2	1422	18975	SO 9/20 STATE INSPECTION	7.00	
			63500	DIAMOND INSPECTIONS #2	1422	18978	SO 9/23 STATE INSPECTION	7.00	
			63500	KERRI BOYD, TAX ASSESSOR	4041	1437565...	SO 9/17 REGISTRATION	7.50	
			63500	KERRI BOYD, TAX ASSESSOR	4041	1577035...	SO 9/14 REGISTRATION	7.50	
			63500	KERRI BOYD, TAX ASSESSOR	4041	740996/...	SO 9/16 REGISTRATION	7.50	
			63500	KERRI BOYD, TAX ASSESSOR	4041	D26315/...	SO 9/23 REGISTRATION	7.50	
		TELEPHONE SERVICES	66192	GULF COAST HARDWARE LLC	63195	192300	SO 9/17 LIGHT BULB, SCREWS	9.57	
				MCI MEGA PREFERRED	5035	POMCI9...	CALCO 9/19 ACT# 08615304863 LONG DISTANCE SVC	9.04	
SHERIFF	Total 760							3,347.55	0.00
WASTE MANAGEMENT	380	TELEPHONE SERVICES	66192	MCI MEGA PREFERRED	5035	POMCI9...	CALCO 9/19 ACT# 08615304863 LONG DISTANCE SVC	0.03	
		UTILITIES	66600	VICTORIA ELECTRIC COOP, INC	8205	9814860...	WASTE MGMT 9/26 ACT# 981486-002 ELEC 8/17- 9/17	93.96	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.2.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
WASTE MANAGEMENT			66600	VICTORIA ELECTRIC COOP, INC	8205	9814860...	WASTE MGMT 9/26 ACT# 981486-003 ELEC 8/17- 9/17	76.77	
	Total 380							170.76	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.2.24
 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 MISCELLANEOUS	20533	TMPA	7723	PO0925...	CALCO 9/25 SEPT 2024 PREMIUMS	3.48	
		CONTRACT SERVICES	61240	CON METAL CONCRETE LLC	4859	2662401	FORMOSA EVIRON TRUST 9/5 RECYCLE STATION 5/13-9/5	257,375.61	
NO DEPARTMENT	Total 999							257,379.09	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.2.24
 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	UTILITIES-POC COMMUNITY CENTER	66616	PORT O'CONNOR IMPROVEMENT	62370	7550084...	POC PAVILION 10/1 ACT# 7550084300 WATER	181.02	
			66616	PORT O'CONNOR IMPROVEMENT	62370	7550084...	POC CC 10/1 ACT# 7550084400 WATER	185.55	
			66616	VICTORIA ELECTRIC COOP, INC	8205	9812700...	POC CC 9/26 ACT# 981270-023 ELEC 8/17- 9/17	900.54	
NO DEPARTMENT	Total 999							1,267.11	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.2.24
 5102 - C.PRJ-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...	ARPA 9/12 COMBINED DISPATCH ENG SVCS 8/5-9/1 CONTRACT CLOSE	4,500.00	
NO DEPARTMENT	Total 999							4,500.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.2.24
 5189 - CAPITAL PROJECT - EMS TRAINING BUILDING

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CONSTRUCTION-EMS BUILDING	71040	MENDEZ ROBERTO CARLOS DELAROSA	51070	236403	1ST RESP BLDG 8/28 CONCRETE SLAB FOUNDATION	36,000.00	
			71040	MUELLER SUPPLY COMPANY INC	5147	7413050	1ST RESP BLDG 9/17 DOUBLE SIDED INSULATION TAPE	108.00	
NO DEPARTMENT	Total 999							36,108.00	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.2.24
5280 - CAPITAL PROJECT-HOSPITAL IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEER/SURVEYOR/AR...	62450	G&W ENGINEERS, INC.	2601	5310014...	CAP PROJ 9/13 MMC HVAC/ROOF PROJ ENG SVC 8/5- 9/1	12,500.00	
NO DEPARTMENT	Total 999							12,500.00	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.2.24
7750 - MISCELLANEOUS CLEARING FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHER GOVERNMENTS	20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2024...	TAX A/C 9/27 SEPT 2024 TAX COLLECS	5.74	
NO DEPARTMENT	Total 999							5.74	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 10.2.24
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 MISCELLANEOUS	20533	TMPA	7723	PO0925...	CALCO 9/25 SEPT 2024 PREMIUMS	29.54	
		PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	37449683	JUV PROB 9/16 COPIER LEASE	208.00	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3617463...	JUV PROB 9/11 ACT# 287295876979 PHONE 8/12-9/11	318.68	
NO DEPARTMENT	Total 999							556.22	0.00
Report Total								424,471.79	0.00

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---October 2, 2024

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 444,579.55	✓
TOTAL TRANSFERS BETWEEN FUNDS	\$ 177,621.39	✓
TOTAL NURSING HOME UPL EXPENSES	\$ 1,582,211.91	✓
TOTAL INTER-GOVERNMENT TRANSFERS	\$	
GRAND TOTAL DISBURSEMENTS APPROVED October 2, 2024	\$ 2,205,412.85	✓

MEMORIAL MEDICAL CENTER
COMMISSIONERS COURT APPROVAL LIST FOR ---October 2, 2024

PAYABLES AND PAYROLL

9/26/2024 Weekly Payables	154,435.74
9/30/2024 Keep-U-Neat Cleaners - Critical	746.00
9/30/2024 Aveno Networks - Critical	95,330.00
9/30/2024 Hospital Care Consultants - Critical	23,663.00
9/30/2024 Trubridge, LLC - Critical	32,634.00
9/30/2024 McKesson-340B Prescription Expense	6,014.36
9/30/2024 Amerisource Bergen-340B Prescription Expense	1,493.15

Prosperity Electronic Bank Payments

9/30/2024 90 Degree Benefits - employee insurance claims	62,640.61
9/30/2024 HPHG - health insurance premium payment	66,383.79
9/30/2024 Expert Pay- Child Support	570.69
9/30/2024 Pay Plus-Patient Claims Processing Fee	607.85
9/30/2024 Harland Clarke Check Order	60.36

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 444,578.55
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TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

9/26/2024 MMC Operating to The Crescent-Correction of insurance payment deposited into MMC Operating in error	8,234.88
9/26/2024 MMC Operating to Golden Creek Healthcare-Correction of insurance payment deposited Into MMC Operating in error	141,520.79
9/26/2024 MMC Operating to Tuscany Village-Correction of insurance payment deposited into MMC operating in error	20,535.00
9/26/2024 MMC Operating to Bethany-Correction of insurance payment deposited into MMC Operating in error	7,330.72

TOTAL TRANSFERS BETWEEN FUNDS	\$ 177,621.39
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NURSING HOME UPL EXPENSES

9/30/2024 Nursing Home UPL-Cantex Transfer	884,722.20
9/30/2024 Nursing Home UPL-Nexion Transfer	147,934.65
9/30/2024 Nursing Home UPL-Tuscany Transfer	502,021.37
9/30/2024 Nursing Home UPL-HSL Transfer	6,248.43

QIPP CHECKS TO MMC

9/30/2024 Golden Creek - Superior July & Y6 ADJ2	21,618.99
9/30/2024 Bethany-Superior July & Y6 ADJ 2	20,666.27

TOTAL NURSING HOME UPL EXPENSES	\$ 1,583,213.91
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TOTAL INTER-GOVERNMENT TRANSFERS	\$ -
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GRAND TOTAL DISBURSEMENTS APPROVED October 2, 2024	\$ 2,205,412.85
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09/26/2024
12:27

SEP 26 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 10/18/2024

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GALHOUN COUNTY, TEXAS

Vendor# Vendor Name

Class Pay Code

13180 ADVANCED STERILIZATION PRODUCT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
8020742874		09/18/202	09/13/202	10/13/202			362.94	0.00	0.00	362.94
SUPPLIES										
8020744722A		09/25/202	09/17/202	10/17/202			10,380.00	0.00	0.00	10,380.00

Vendor Totals: Number Name

13180 ADVANCED STERILIZATION PRODUCT

Gross	Discount	No-Pay	Net
10,742.94	0.00	0.00	10,742.94

Vendor# Vendor Name

Class Pay Code

A1680 AIRGAS USA, LLC - CENTRAL DIV

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
9153676426		09/18/202	09/12/202	10/12/202			681.02	0.00	0.00	681.02

Vendor Totals: Number Name

A1680 AIRGAS USA, LLC - CENTRAL DIV

Gross	Discount	No-Pay	Net
681.02	0.00	0.00	681.02

Vendor# Vendor Name

Class Pay Code

A1705 ALIMED INC.

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
RPSV004336481		09/17/202	09/16/202	10/01/202			86.18	0.00	0.00	86.18

Vendor Totals: Number Name

A1705 ALIMED INC.

Gross	Discount	No-Pay	Net
86.18	0.00	0.00	86.18

Vendor# Vendor Name

Class Pay Code

14028 AMAZON CAPITAL SERVICES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
1VFY7QVN1XM3		09/11/202	09/11/202	10/11/202			816.37	0.00	0.00	816.37

SUPPLIES

1PX976HCTRXJ		09/18/202	09/15/202	10/15/202			78.74	0.00	0.00	78.74
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SUPPLIES

131KLQHVYHJ		09/24/202	09/19/202	10/18/202			5.98	0.00	0.00	5.98
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Vendor Totals: Number Name

14028 AMAZON CAPITAL SERVICES

Gross	Discount	No-Pay	Net
901.09	0.00	0.00	901.09

Vendor# Vendor Name

Class Pay Code

10592 AMERICAN PROFICIENCY INSTITUTE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
697673		09/23/202	09/17/202	10/12/202			218.17	0.00	0.00	218.17

Vendor Totals: Number Name

10592 AMERICAN PROFICIENCY INSTITUTE

Gross	Discount	No-Pay	Net
218.17	0.00	0.00	218.17

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
804888018		09/18/202	09/13/202	10/13/202			7.84	0.00	0.00	7.84

804814647A		09/24/202	08/02/202	09/01/202			7.84	0.00	0.00	7.84
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Vendor Totals: Number Name

A1360 AMERISOURCEBERGEN DRUG CORP

Gross	Discount	No-Pay	Net
15.68	0.00	0.00	15.68

Vendor# Vendor Name

Class Pay Code

A2271 ARTHREX, INC

W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
921798315		09/24/202	09/18/202	09/24/202			625.00	0.00	0.00	625.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
A2271 ARTHREX, INC							625.00	0.00	0.00	625.00
Vendor#	Vendor Name			Class	Pay Code					
M2485	BAYER HEALTHCARE			M						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
6011530650		09/24/202	09/12/202	09/24/202			828.06	0.00	0.00	828.06 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
M2485 BAYER HEALTHCARE							828.06	0.00	0.00	828.06
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
111563521		09/24/202	09/15/202	10/10/202			4,847.04	0.00	0.00	4,847.04 ✓
111570638		09/24/202	09/18/202	10/18/202			1,469.67	0.00	0.00	1,469.67 ✓
5493668		09/24/202	09/21/202	10/16/202			1,935.15	0.00	0.00	1,935.15 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
B1220 BECKMAN COULTER INC							8,251.86	0.00	0.00	8,251.86
Vendor#	Vendor Name			Class	Pay Code					
B1320	BEEKLEY CORPORATION			M						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
MIN0137705		09/24/202	09/12/202	09/24/202			112.00	0.00	0.00	112.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
B1320 BEEKLEY CORPORATION							112.00	0.00	0.00	112.00
Vendor#	Vendor Name			Class	Pay Code					
11072	BIO-RAD LABORATORIES, INC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
907607721		09/25/202	09/13/202	09/25/202			986.46	0.00	0.00	986.46 ✓
907607720		09/25/202	09/13/202	09/25/202			358.50	0.00	0.00	358.50 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11072 BIO-RAD LABORATORIES, INC							1,344.96	0.00	0.00	1,344.96
Vendor#	Vendor Name			Class	Pay Code					
C1048	CALHOUN COUNTY			W						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
092524		09/25/202	09/25/202	10/02/202			63.90	0.00	0.00	63.90 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
C1048 CALHOUN COUNTY							63.90	0.00	0.00	63.90
Vendor#	Vendor Name			Class	Pay Code					
11088	CANTEX HEALTH CARE CENTERS LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
091624		09/23/202	09/16/202	09/23/202			204.00	0.00	0.00	204.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11088 CANTEX HEALTH CARE CENTERS LLC							204.00	0.00	0.00	204.00
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

✓ 8003619620	09/18/202 09/01/202 10/12/202	422.42	0.00	0.00	422.42	✓
✓ 8003625118	09/23/202 09/08/202 10/03/202	272.94	0.00	0.00	272.94	✓

Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
C1325		CARDINAL HEALTH 414, INC.					695.36	0.00	0.00	695.36
Vendor#	Vendor Name	Class	Pay Code							
10541	CARESFIELD									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 200027912		09/18/202	09/17/202	10/17/202			357.74	0.00	0.00	357.74 ✓
✓ 200027859		09/24/202	09/12/202	10/12/202			1,138.56	0.00	0.00	1,138.56 ✓
✓ 200027907		09/24/202	09/18/202	10/18/202			281.40	0.00	0.00	281.40 ✓

Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net		
10541		CARESFIELD				1,777.70	0.00	0.00	1,777.70		
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
	AA6RE4R		09/18/202	09/17/202	10/17/202			899.11	0.00	0.00	899.11
Vendor Totals: Number		Name				Gross	Discount	No-Pay	Net		
C1992		CDW GOVERNMENT, INC.				899.11	0.00	0.00	899.11		
Vendor#	Vendor Name										

Vendor#	Vendor Name	CLASSIFICATION, INC.				899.11	0.00	0.00	899.11		
C1730	CITY OF PORT LAVACA	Class	Pay Code								
		W:									
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	081424	CREDITAB	09/23/202	08/14/202	09/05/202		-109.53	0.00	0.00	-109.53	✓
✓	091624		09/24/202	09/16/202	10/07/202		-0.15	0.00	0.00	-0.15	✓
✓	091624A	081024-091024	09/24/202	09/16/202	10/07/202		4,308.88	0.00	0.00	4,308.88	✓
✓	091624AB		09/24/202	09/16/202	10/07/202		67.63	0.00	0.00	67.63	✓
✓	091624ABC		09/24/202	09/16/202	10/07/202		-68.92	0.00	0.00	-68.92	✓

Vendor Totals: Number		Name			Gross	Discount	No-Pay	Net	
C1730		CITY OF PORT LAVACA			4,197.91	0.00	0.00	4,197.91	
Vendor#	Vendor Name	Class	Pay Code						
14608	COTIVITI								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
091124		09/25/202	09/11/202	09/25/202		51.28	0.00	0.00	51.28

Vendor Totals: Number		Name			Gross	Discount	No-Pay	Net		
14608		COTIVITI			51.28	0.00	0.00	51.28		
Vendor#	Vendor Name		Class	Pay Code						
10006	CUSTOM ASSEMBLIES, INC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INV5002		09/24/202	04/19/202	05/19/202			384.84	0.00	0.00	384.84

Vendor Totals: Number		Name			Gross	Discount	No-Pay	Net	✓	
10006		CUSTOM ASSEMBLIES, INC			384.84	0.00	0.00	384.84		
Vendor#	Vendor Name	Class	Pay Code							
10368	DEWITT POTH & SON									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net

✓	7676440	09/11/202 09/16/202 10/11/202	421.94	0.00	0.00	421.94	✓
✓	7676441	09/11/202 09/16/202 10/11/202	26.02	0.00	0.00	26.02	✓
✓	7677600	09/25/202 09/16/202 10/11/202	136.08	0.00	0.00	136.08	✓
✓	7686000	09/25/202 09/20/202 10/15/202	455.35	0.00	0.00	455.35	✓

Vendor Totals: Number Name Gross Discount No-Pay Net
 10368 DEWITT POTH & SON 1,039.39 0.00 0.00 1,039.39

Vendor# Vendor Name Class Pay Code

11196 ✓ DON BROWN ELEVATOR INSPECTIONS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 25180		09/23/202	06/17/202	09/23/202			900.00	0.00	0.00	900.00

Annual Safety Inspection
 Vendor Totals: Number Name Gross Discount No-Pay Net
 11196 DON BROWN ELEVATOR INSPECTIONS 900.00 0.00 0.00 900.00

Vendor# Vendor Name Class Pay Code

15832 ✓ EVERON

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 156305489		09/26/202	09/03/202	10/03/202			58.43	0.00	0.00	58.43

Fire Monitoring 9/1/24 - 9/30/24
 Vendor Totals: Number Name Gross Discount No-Pay Net
 15832 EVERON 58.43 0.00 0.00 58.43

Vendor# Vendor Name Class Pay Code

F1100 ✓ FEDERAL EXPRESS CORP.

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 858344144		09/25/202	08/08/202	09/02/202			75.00	0.00	0.00	75.00

✓ 861186981		09/25/202	09/05/202	09/30/202			79.87	0.00	0.00	79.87
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✓ 861819902		09/25/202	09/12/202	10/07/202			131.23	0.00	0.00	131.23
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✓ 860467242		09/26/202	08/29/202	09/23/202			68.79	0.00	0.00	68.79
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Vendor Totals: Number Name Gross Discount No-Pay Net
 F1100 FEDERAL EXPRESS CORP. 354.89 0.00 0.00 354.89

Vendor# Vendor Name Class Pay Code

14336 ✓ FIRETRON, INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 267907		09/18/202	09/16/202	10/16/202			1,973.00	0.00	0.00	1,973.00

✓ 267963		09/18/202	09/17/202	10/17/202			500.00	0.00	0.00	500.00
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Vendor Totals: Number Name Gross Discount No-Pay Net
 14336 FIRETRON, INC 2,473.00 0.00 0.00 2,473.00

Vendor# Vendor Name Class Pay Code

F1400 ✓ FISHER HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 5136216		09/24/202	09/05/202	09/30/202			82.92	0.00	0.00	82.92

✓ 5248014		09/24/202	09/10/202	10/05/202			75.89	0.00	0.00	75.89
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✓ 5248013		09/24/202	09/10/202	10/05/202			23.85	0.00	0.00	23.85
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✓ 5287702A		09/24/202	09/11/202	10/06/202			95.85	0.00	0.00	95.85
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5324546

09/24/202 09/12/202 10/07/202

14,656.86 0.00 0.00 14,656.86 ✓

Vendor Totals: Number Name

F1400 FISHER HEALTHCARE

Gross 14,935.37 Discount 0.00 No-Pay 0.00 Net 14,935.37

Vendor# Vendor Name

12636 ✓ FUSION CONNECT

Class Pay Code

Invoice#

1029272703

Comment

Tran Dt Inv Dt Due Dt Check Dt Pay
09/24/202 09/16/202 10/16/202

Gross 808.00 Discount 0.00 No-Pay 0.00 Net 808.00 ✓

Vendor Totals: Number Name

12636 FUSION CONNECT

Gross 808.00 Discount 0.00 No-Pay 0.00 Net 808.00

Vendor# Vendor Name

12404 ✓ GE PRECISION HEALTHCARE, LLC

Class Pay Code

Invoice#

6002757868

Comment

Tran Dt Inv Dt Due Dt Check Dt Pay
09/26/202 09/01/202 10/01/202

Gross 86.67 Discount 0.00 No-Pay 0.00 Net 86.67 ✓

Vendor Totals: Number Name

12404 GE PRECISION HEALTHCARE, LLC

Gross 86.67 Discount 0.00 No-Pay 0.00 Net 86.67 ✓

Vendor# Vendor Name

W1300 ✓ GRAINGER

Class Pay Code

Invoice#

9245179867

Comment

Tran Dt Inv Dt Due Dt Check Dt Pay
09/24/202 09/11/202 10/11/202

Gross 13.50 Discount 0.00 No-Pay 0.00 Net 13.50 ✓

Vendor Totals: Number Name

W1300 GRAINGER

Gross 13.50 Discount 0.00 No-Pay 0.00 Net 13.50 ✓

Vendor# Vendor Name

G1210 ✓ GULF COAST PAPER COMPANY

Class Pay Code

Invoice#

2561362

Comment

Tran Dt Inv Dt Due Dt Check Dt Pay
09/17/202 08/13/202 09/12/202

Gross 944.13 Discount 0.00 No-Pay 0.00 Net 944.13 ✓

SUPPLIES

2573367

09/25/202 09/17/202 10/17/202

777.39 0.00 0.00 777.39 ✓

2570844

09/26/202 09/10/202 10/10/202

929.17 0.00 0.00 929.17 ✓

Vendor Totals: Number Name

G1210 GULF COAST PAPER COMPANY

Gross 2,650.69 Discount 0.00 No-Pay 0.00 Net 2,650.69

Vendor# Vendor Name

H0416 ✓ HOLOGIC INC

Class Pay Code

Invoice#

11067379

Comment

Tran Dt Inv Dt Due Dt Check Dt Pay
09/24/202 09/11/202 10/11/202

Gross 20,650.99 Discount 0.00 No-Pay 0.00 Net 20,650.99 ✓

Vendor Totals: Number Name

H0416 HOLOGIC INC

Gross 20,650.99 Discount 0.00 No-Pay 0.00 Net 20,650.99

Vendor# Vendor Name

10530 ✓ HUMANA

Class Pay Code

Invoice#

LENRIC0001

Comment

Tran Dt Inv Dt Due Dt Check Dt Pay
09/24/202 09/23/202 09/24/202

Gross 102.18 Discount 0.00 No-Pay 0.00 Net 102.18 ✓

Vendor Totals: Number Name

10530 HUMANA

Gross 102.18 Discount 0.00 No-Pay 0.00 Net 102.18

Vendor# Vendor Name

11600 ✓ LEGAL SHIELD

Class Pay Code

Invoice#

091524

Comment

Tran Dt Inv Dt Due Dt Check Dt Pay
09/23/202 09/15/202 09/23/202

Gross 556.55 Discount 0.00 No-Pay 0.00 Net 556.55 ✓

Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	11600	LEGAL SHIELD					556.55	0.00	0.00	556.55
Vendor#	Vendor Name		Class	Pay Code						
10972	M G TRUST									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	090624		09/24/202	09/06/202	09/24/202		895.00	0.00	0.00	895.00 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	10972	M G TRUST					895.00	0.00	0.00	895.00
Vendor#	Vendor Name		Class	Pay Code						
M2178	MCKESSON MEDICAL SURGICAL INC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	22575425		09/04/202	09/04/202	10/15/202		440.36	0.00	0.00	440.36 ✓
	22631962		09/18/202	09/16/202	10/01/202		103.94	0.00	0.00	103.94 ✓
	22636347	SUPPLIES	09/18/202	09/17/202	10/02/202		360.50	0.00	0.00	360.50 ✓
	22642140		09/18/202	09/18/202	10/03/202		2,716.07	0.00	0.00	2,716.07 ✓
	22650175		09/25/202	09/19/202	10/04/202		116.70	0.00	0.00	116.70 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	M2178	MCKESSON MEDICAL SURGICAL INC					3,737.57	0.00	0.00	3,737.57
Vendor#	Vendor Name		Class	Pay Code						
11612	MEDICAL AIR SERVICES ASSOC.									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	1927110		09/23/202	09/23/202	09/23/202		1,733.00	0.00	0.00	1,733.00 ✓
	OCTOBER COVERAGE MONTH									
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	11612	MEDICAL AIR SERVICES ASSOC.					1,733.00	0.00	0.00	1,733.00
Vendor#	Vendor Name		Class	Pay Code						
M2470	MEDLINE INDUSTRIES INC		M							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	2334781579		09/11/202	09/11/202	10/06/202		70.34	0.00	0.00	70.34 ✓
	2333870433	SUPPLIES	09/11/202	10/11/202	10/12/202		16.11	0.00	0.00	16.11 ✓
	2335693557		09/17/202	09/17/202	10/12/202		39.56	0.00	0.00	39.56 ✓
	2335693558	SUPPLIES	09/17/202	09/17/202	10/12/202		344.52	0.00	0.00	344.52 ✓
	2335693556	SUPPLIES	09/18/202	09/17/202	10/12/202		70.34	0.00	0.00	70.34 ✓
	2336508248		09/18/202	09/23/202	10/18/202		501.50	0.00	0.00	501.50 ✓
	2335708742		09/24/202	09/17/202	10/12/202		70.34	0.00	0.00	70.34 ✓
	2335749245		09/24/202	09/18/202	10/13/202		1,546.14	0.00	0.00	1,546.14 ✓
	2335749240		09/24/202	09/18/202	10/13/202		524.63	0.00	0.00	524.63 ✓
	2335749248		09/24/202	09/18/202	10/13/202		74.44	0.00	0.00	74.44 ✓
	2335749242		09/24/202	09/18/202	10/13/202		26.25	0.00	0.00	26.25 ✓

✓ 2335749243	09/24/202 09/18/202 10/13/202	50.71	0.00	0.00	50.71 ✓
✓ 2335749244	09/24/202 09/18/202 10/13/202	707.40	0.00	0.00	707.40 ✓
✓ 2335749247	09/24/202 09/18/202 10/13/202	5.62	0.00	0.00	5.62 ✓
✓ 2335749239	09/24/202 09/18/202 10/13/202	12.26	0.00	0.00	12.26 ✓
✓ 2336241587	09/24/202 09/20/202 10/15/202	218.92	0.00	0.00	218.92 ✓
✓ 2335749246	09/24/202 09/24/202 10/18/202	3,605.48	0.00	0.00	3,605.48 ✓

Vendor Totals: Number Name

M2470 MEDLINE INDUSTRIES INC

Gross	Discount	No-Pay	Net
7,884.56	0.00	0.00	7,884.56

Vendor# Vendor Name Class Pay Code

10963 ✓ MEMORIAL MEDICAL CLINIC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 090624		09/23/202	09/06/202	09/19/202			380.00	0.00	0.00	380.00 ✓

Vendor Totals: Number Name

10963 MEMORIAL MEDICAL CLINIC

Gross	Discount	No-Pay	Net
380.00	0.00	0.00	380.00

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
✓ 2450481		09/24/202	09/17/202	09/27/202			329.77	0.00	0.00	329.77 ✓
✓ 4957		09/24/202	09/17/202	09/27/202			-29.95	0.00	0.00	-29.95 ✓
✓ 2451355		09/24/202	09/17/202	09/27/202			131.28	0.00	0.00	131.28 ✓
✓ 2451356		09/24/202	09/17/202	09/27/202			1,474.35	0.00	0.00	1,474.35 ✓
✓ 2450769		09/24/202	09/17/202	09/27/202			6.08	0.00	0.00	6.08 ✓
✓ 2455936		09/24/202	09/18/202	09/28/202			393.79	0.00	0.00	393.79 ✓
✓ 2456672		09/24/202	09/18/202	09/28/202			200.17	0.00	0.00	200.17 ✓
✓ 2456671		09/24/202	09/18/202	09/28/202			31.81	0.00	0.00	31.81 ✓
✓ 2461718		09/24/202	09/19/202	09/29/202			400.11	0.00	0.00	400.11 ✓
✓ 2458988		09/24/202	09/19/202	09/29/202			11.29	0.00	0.00	11.29 ✓
✓ 2461719		09/24/202	09/19/202	09/29/202			238.70	0.00	0.00	238.70 ✓
✓ 2467128		09/24/202	09/22/202	10/02/202			369.60	0.00	0.00	369.60 ✓
✓ 2472219		09/24/202	09/23/202	10/03/202			11,406.14	0.00	0.00	11,406.14 ✓
✓ 2472218		09/24/202	09/23/202	10/03/202			2.97	0.00	0.00	2.97 ✓

Vendor Totals: Number Name

10536 MORRIS & DICKSON CO, LLC

Gross	Discount	No-Pay	Net
14,966.11	0.00	0.00	14,966.11

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
4309251		09/24/202	09/06/202	10/01/202			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					
01500	OLYMPUS AMERICA INC		M							
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
36839080		09/24/202	09/12/202	10/12/202			204.60	0.00	0.00	204.60
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	01500	OLYMPUS AMERICA INC					204.60	0.00	0.00	204.60
Vendor#	Vendor Name		Class		Pay Code					
10152	PARTSSOURCE, LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
05439527		09/24/202	09/09/202	10/09/202			230.97	0.00	0.00	230.97
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	10152	PARTSSOURCE, LLC					230.97	0.00	0.00	230.97
Vendor#	Vendor Name		Class		Pay Code					
10032	PHILIPS HEALTHCARE									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
9026107446		09/25/202	08/14/202	09/13/202			105.45	0.00	0.00	105.45
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	10032	PHILIPS HEALTHCARE					105.45	0.00	0.00	105.45
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
337		09/23/202	09/18/202	09/18/202			720.00	0.00	0.00	720.00
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	14764	PL-CPR, LLC					720.00	0.00	0.00	720.00
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
9357152179		09/11/202	09/12/202	10/12/202			77.22	0.00	0.00	77.22
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	10372	PRECISION DYNAMICS CORP (PDC)					77.22	0.00	0.00	77.22
Vendor#	Vendor Name		Class		Pay Code					
15196	PROVATION									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
INVPVM54476		09/24/202	08/29/202	09/28/202			1,961.14	0.00	0.00	1,961.14
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	15196	PROVATION					1,961.14	0.00	0.00	1,961.14
Vendor#	Vendor Name		Class		Pay Code					
11080	RADSOURCE									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
PSI002994		09/18/202	09/12/202	10/12/202			1,791.67	0.00	0.00	1,791.67
PSI003050		09/18/202	09/17/202	10/12/202			1,708.33	0.00	0.00	1,708.33
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							
14996	REMEDIS LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
29135		09/24/202	09/18/202	09/18/202			2,736.00	0.00	0.00	2,736.00
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
14996	REMEDIS LLC						2,736.00	0.00	0.00	2,736.00
Vendor#	Vendor Name	Class	Pay Code							
11764										
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
091824		09/23/202	09/23/202	09/23/202			26.38	0.00	0.00	26.38
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11764							26.38	0.00	0.00	26.38
Vendor#	Vendor Name	Class	Pay Code							
S2001	SIEMENS MEDICAL SOLUTIONS INC	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
116608820		09/24/202	09/16/202	10/11/202			2,451.95	0.00	0.00	2,451.95
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
S2001	SIEMENS MEDICAL SOLUTIONS INC						2,451.95	0.00	0.00	2,451.95
Vendor#	Vendor Name	Class	Pay Code							
14716	SINGLETON ASSOCIATES PA									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
5313		09/23/202	04/02/202	09/23/202			11.00	0.00	0.00	11.00
851		09/23/202	04/02/202	09/23/202			10.91	0.00	0.00	10.91
5691		09/23/202	05/01/202	09/23/202			10.91	0.00	0.00	10.91
5962		09/23/202	05/01/202	09/23/202			10.91	0.00	0.00	10.91
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
14716	SINGLETON ASSOCIATES PA						43.73	0.00	0.00	43.73
Vendor#	Vendor Name	Class	Pay Code							
S2270	SMILE MAKERS	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
9533287		09/24/202	04/22/202	05/17/202			48.95	0.00	0.00	48.95
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
S2270	SMILE MAKERS						48.95	0.00	0.00	48.95
Vendor#	Vendor Name	Class	Pay Code							
S2362	SMITH & NEPHEW, INC.									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
983386299		09/24/202	09/19/202	09/24/202			1,328.24	0.00	0.00	1,328.24
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
S2362	SMITH & NEPHEW, INC.						1,328.24	0.00	0.00	1,328.24
Vendor#	Vendor Name	Class	Pay Code							
S3960	STERICYCLE, INC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
8008406978		09/23/202	09/18/202	10/18/202			3,076.66	0.00	0.00	3,076.66
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
S3960	STERICYCLE, INC						3,076.66	0.00	0.00	3,076.66
Vendor#	Vendor Name	Class	Pay Code							

S3940 ✓ STERIS CORPORATION		M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 12765963		09/04/202	08/27/202	10/12/202			436.80	0.00	0.00	436.80 ✓
✓ 12789972		09/11/202	09/03/202	10/15/202			447.48	0.00	0.00	447.48 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
S3940	STERIS CORPORATION	884.28	0.00	0.00	884.28
Vendor Name					

Vendor#	Vendor Name	Class	Pay Code	884.28	0.00	0.00	884.28
11075	SUNSHINE MEDICAL						

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 650237		09/24/202	09/19/202	09/24/202			199.00	0.00	0.00	199.00
Vendor Totals: Month										✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11075	SUMMIT MEDICAL	199.00	0.00	0.00	199.00
Vendor Name						

Vendor#	Vendor Name	Class	Pay Code	199.00	0.00	0.00	199.00
71453	...						

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 092524		09/25/202	09/25/202	09/25/202			2,672.07	0.00	0.00	2,672.07
Vendor Total:										

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
T1450	TEXAS ASSOCIATION OF COUNTIES	2,672.07	0.00	0.00	2,672.07
Vendor Name	Class	Pay Code			
THIRD COAST DISTRIBUTING LLC					

Vendor#	Vendor Name	Class	Pay Code				
15200	THURSDAY						

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
092524		09/25/202	09/25/202	09/25/202			76.75	0.00	0.00	76.75
Vendor Total										

Vendor Name	Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
TMS SOUTH	15396	THIRD COAST DISTRIBUTING LLC	76.75	0.00	0.00	76.75
		Class Pay Code				

Vendor#	Vendor Name	Class	Pay Code				
11000	TIME SECRET DISTRIBUTING LLC			76.75	0.00	0.00	76.75

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV134789		09/18/202	09/18/202	10/18/202			114.60	0.00	0.00	114.60
Vendor Total										114.60

Vendor Totals: Number		Name	Gross	Discount	No-Pay	Net
11908		TMS SOUTH	114.60	0.00	0.00	114.60
Vendor Name		Class	Pay Code			

Vendor#	Vendor Name	Class	Pay Code	114.60	0.00	0.00	114.60
15100	FRANCO						

12168 /	TRANSCAT, INC.	Class	Pay Code
Invoice#	Comment	Tran Dt	Inv Dt Due Dt Check Dt Pay
✓ 11804035		09/25/202	09/12/202 09/25/202

Vendor Name	Vendor Number	Class	Pay Code	Gross	Discount	No-Pay	Net
TRAVIS PTO	12168		TRANSCAT, INC.	1,704.50	0.00	0.00	1,704.50

Vendor#	Vendor Name	Class	Pay Code				
15222	MANSCAP, INC.			1,704.50	0.00	0.00	1,704.50

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
092424		09/25/202	09/24/202	09/25/202			200.00	0.00	0.00	200.00

Vendor Totals:		Number	Name	Gross	Discount	No-Pay	Net
		15836	TRAVIS PTO	200.00	0.00	0.00	200.00
Vendor Name		Class	Pay Code				

Vendor#	Vendor Name	Class	Pay Code	200.00	0.00	0.00	200.00
---------	-------------	-------	----------	--------	------	------	--------

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV1796913088A		09/23/202	02/02/202	09/23/202			173.38	0.00	0.00	173.38 ✓
✓ INV1796930417		09/23/202	03/08/202	04/07/202			3,467.50	0.00	0.00	3,467.50 ✓

Invoice#	Tran Dt	Inv Dt	Due Dt	Gross	Discount	No-Pay	Net
INV1796931736	09/23/202	03/15/202	04/14/202	3,467.50	0.00	0.00	3,467.50 ✓
INV1796960646	09/23/202	05/10/202	06/09/202	3,443.75	0.00	0.00	3,443.75 ✓

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
14372	TRIAGE, LLC			10,552.13	0.00	0.00	10,552.13

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
13616	TRIOSE, INC						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	
TRI194367		09/25/202	08/13/202	08/28/202			32.90 ✓
TRI195798		09/25/202	08/28/202	09/12/202			73.38 ✓
TRI196594		09/25/202	09/05/202	09/20/202			473.00 ✓

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
13616	TRIOSE, INC			579.28	0.00	0.00	579.28

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
C2510	TRUBRIDGE	M					
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	
1024204		09/24/202	09/18/202	10/13/202			3,875.00 ✓

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
C2510	TRUBRIDGE			3,875.00	0.00	0.00	3,875.00

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
U1064	UNIFIRST HOLDINGS INC						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	
2921042634		09/23/202	09/19/202	10/14/202			372.12 ✓
2921042630		09/23/202	09/19/202	10/14/202			103.91 ✓
2921042635		09/23/202	09/19/202	10/14/202			162.14 ✓
2921042636		09/23/202	09/19/202	10/14/202			198.84 ✓
2921042633		09/23/202	09/19/202	10/14/202			34.04 ✓
2921042637		09/23/202	09/19/202	10/14/202			119.66 ✓
2021042832		09/24/202	09/23/202	10/18/202			123.06 ✓
2921042831		09/24/202	09/23/202	10/18/202			2,808.80 ✓

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
U1064	UNIFIRST HOLDINGS INC			3,922.57	0.00	0.00	3,922.57

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
14192	UNITED HEALTHCARE						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	
BELJOH0002		09/24/202	08/06/202	09/24/202			0.94 ✓

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
14192	UNITED HEALTHCARE			0.94	0.00	0.00	0.94

Vendor#	Vendor Name	Class	Pay Code	Gross	Discount	No-Pay	Net
H1110	WERFEN USA LLC						
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	

✓	9111618318	09/18/202 09/13/202 10/08/202	1,089.94	0.00	0.00	1,089.94	✓
	SUPPLIES						
✓	9111619671	09/18/202 09/16/202 10/11/202	1,443.23	0.00	0.00	1,443.23	✓
	SUPPLIES						

Vendor Totals: Number		Name	Gross	Discount	No-Pay	Net
I1110		WERFEN USA LLC	2,533.17	0.00	0.00	2,533.17

Vendor#	Vendor Name	Class	Pay Code
11400	✓ WEST COAST MEDICAL RESOURCES		
Invoice#	Comment	Tran Dt	Inv Dt Due Dt Check Dt Pay
✓ INV118110		09/17/202	09/16/202 09/17/202
	SUPPLIES		

Vendor Totals: Number		Name	Gross	Discount	No-Pay	Net
11400		WEST COAST MEDICAL RESOURCES	1,790.00	0.00	0.00	1,790.00

Grand Totals:	Gross	Discount	No-Pay	Net
	154,435.74	0.00	0.00	154,435.74

APPROVED ON

SEP 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 30 2024

09/26/2024
15:39

GALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Transaction Dates Through: 09/26/2024

0
ap_open_invoice.template

Vendor# Vendor Name

D1710 ✓ KEEP-U-NEAT CLEANERS

Class Pay Code

W

✓ Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay
070124 09/26/202 07/01/202 07/11/202

Gross	Discount	No-Pay	Net
746.00	0.00	0.00	746.00 ✓

Vendor Totals: Number Name

D1710 KEEP-U-NEAT CLEANERS

Gross	Discount	No-Pay	Net
746.00	0.00	0.00	746.00

Report Summary

Grand Totals:

Gross
746.00

Discount
0.00

No-Pay
0.00

Net
746.00

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
GALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 30 2024

09/27/2024

16:08

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Invoice Dates Through: 09/25/2024

0

ap_open_invoice.template

Vendor# Vendor Name

11247 ✓ AVENO NETWORKS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 15004		09/27/202	09/25/202	10/05/202			95,330.00	0.00	0.00	95,330.00 ✓

Vendor Totals: Number Name

11247 AVENO NETWORKS

Gross	Discount	No-Pay	Net
95,330.00	0.00	0.00	95,330.00

Grand Totals:

Gross
95,330.00

Report Summary

Discount
0.00

No-Pay
0.00

Net
95,330.00

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 30 2024

09/27/2024
16:17

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Transaction Dates Through: 09/27/2024

0
ap_open_invoice.template

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
✓ 6651		09/27/202	09/30/202	10/10/202			23,663.00	0.00	0.00	23,663.00

16th / KOM

Vendor Totals: Number Name

15208 HOSPITAL CARE CONSULTANTS INC.

Gross	Discount	No-Pay	Net
23,663.00	0.00	0.00	23,663.00

Report Summary

Grand Totals:

Gross
23,663.00

Discount
0.00

No-Pay
0.00

Net
23,663.00

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Erin Chang

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 30 2024

09/30/2024

10:26

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Invoice Dates Through: 09/27/2024

0
ap_open_invoices.template

Vendor# Vendor Name

C2510 TRUBRIDGE

Class Pay Code

M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
424204		09/24/202	09/16/202	10/19/202			3,875.00	0.00	0.00	3,875.00
✓ 47374A		09/27/202	09/27/202	10/22/202			32,834.00	0.00	0.00	32,834.00 ✓

Vendor Totals: Number Name

C2510 TRUBRIDGE

Gross	Discount	No-Pay	Net
36,509.00	0.00	0.00	36,509.00

Report Summary

Grand Totals:

Gross
36,509.00

Discount
0.00

No-Pay
0.00

Net
36,509.00

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

STATEMENT

As of: 09/27/2024

Page: 002

To ensure proper credit to your account, detach and return this stub with your remittance

company: 8000

DC: 8116
Customer INV SupplD:
Territory:

As of: 09/27/2024
Mail to:

Page: 002
Camp: 8000

MEMORIAL MEDICAL CENTER
AP
815 N VIRGINIA STREET
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Customer: 632636
Date: 09/28/2024

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 09/28/2024 ITEMS NOT PAID (✓)

Line Item	Due Date	Receivable Number	National Account 632536 Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number
--------------	-------------	----------------------	--	-------------	------------------	-------------------	--------	-----------------	--------	----------------------

column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

ITAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotals:	8,137.15	USD
-------------------	-----------------	------------

Amount Due: 0.00

**If Paid By 10/01/2024,
Pay This Amount:**

it Due: 0.00

**If Paid After 10/01/2024,
Pay this Amount:**

Payment	2,451.97
07/2017	

6,014.36 USD

6,137.15 USD

Due If Paid On Time:
USD 6,014.36

Disc lost if paid late:	122.79
-------------------------	--------

Due If Paid Late:
USD 6,137.15

5	7	1	10	+
7	0	0	0	+
0	0	3	1	+
1	5	0	12	+
1	0	0	20	+
2	1	0	9	+
0	0	1	1	+

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Andrew De Constantis
9/30/2024

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

As of: 09/27/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
FORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 256342
Date: 09/28/2024

As of: 09/27/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 09/28/2024 ITEMS NOT PAID (✓)

Invoice Date	Due Date	Receivable Number	National Account Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	*
Customer Number 256342 WALMART 1098/MEM MED PHS											
12/1/2024	10/01/2024	7522451088	204471952	115Invoice	1.46	72.82		71.36	✓	7522451088	
12/1/2024	10/01/2024	7522451089	208295096	115Invoice	45.05	2,252.47		2,207.42	✓	7522451089	
12/3/2024	10/01/2024	7522735495	211844496	115Invoice	0.01	0.32		0.31	✓	7522735495	
12/4/2024	10/01/2024	7522735496	207218693	115Invoice	0.02	0.95		0.93	✓	7522735496	
12/4/2024	10/01/2024	7523000776	211413206	115Invoice	3.67	183.51		179.84	✓	7523000776	
12/4/2024	10/01/2024	7523000777	210197664	115Invoice	6.26	313.16		306.90	✓	7523000777	
12/4/2024	10/01/2024	7523000778	211277397	115Invoice		0.08		0.08	✓	7523000778	
12/4/2024	10/01/2024	7523000779	204105929	115Invoice	0.25	12.67		12.42	✓	7523000779	
12/4/2024	10/01/2024	7523000780	207510085	115Invoice	1.56	77.95		76.39	✓	7523000780	
12/4/2024	10/01/2024	7523000781	205576447	115Invoice	4.12	205.97		201.85	✓	7523000781	
12/4/2024	10/01/2024	7523000782	212128647	115Invoice	0.01	0.32		0.31	✓	7523000782	
12/4/2024	10/01/2024	7523000783	207218693	115Invoice	0.02	0.95		0.93	✓	7523000783	
12/4/2024	10/01/2024	7523000784	207465136	115Invoice	0.01	0.32		0.31	✓	7523000784	
12/4/2024	10/01/2024	7523000785	207629508	115Invoice	0.03	1.27		1.24	✓	7523000785	
12/4/2024	10/01/2024	7523000786	207994362	115Invoice	0.01	0.63		0.62	✓	7523000786	
12/4/2024	10/01/2024	7523000787	208116699	115Invoice	0.01	0.32		0.31	✓	7523000787	
12/4/2024	10/01/2024	7523011258	212128647	115Invoice	2.80	139.98		137.18	✓	7523011258	
12/5/2024	10/01/2024	7523271300	212214415	115Invoice	0.83	41.42		40.59	✓	7523271300	
12/5/2024	10/01/2024	7523271301	212270028	115Invoice	18.47	923.39		904.92	✓	7523271301	
12/6/2024	10/01/2024	7523519926	207851010	115Invoice	0.04	1.90		1.86	✓	7523519926	
12/6/2024	10/01/2024	7523519928	211018742	115Invoice	0.01	0.63		0.62	✓	7523519928	
12/6/2024	10/01/2024	7523519929	211413206	115Invoice	0.01	0.32		0.31	✓	7523519929	
12/7/2024	10/01/2024	7523758010	208525470	115Invoice	6.62	331.12		324.50	✓	7523758010	
12/7/2024	10/01/2024	7523758011	212443630	115Invoice	5.16	258.22		253.06	✓	7523758011	
12/7/2024	10/01/2024	7523758012	209619554	115Invoice	1.60	79.85		78.25	✓	7523758012	
12/7/2024	10/01/2024	7523758013	212501589	115Invoice	1.66	82.84		81.18	✓	7523758013	
12/7/2024	10/01/2024	7523758014	212443630	115Invoice	6.56	327.86		321.30	✓	7523758014	
12/7/2024	10/01/2024	7523758015	212443630	115Invoice	6.59	329.30		322.71	✓	7523758015	
12/7/2024	10/01/2024	7523758016	205576447	115Invoice	4.12	205.97		201.85	✓	7523758016	
12/7/2024	10/01/2024	7523758017	208620292	115Invoice	0.01	0.63		0.62	✓	7523758017	
			205987101	115Invoice	0.01	0.32		0.31	✓	7523758017	

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 09/27/2024

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: 09/28/2024

As of: 09/27/2024 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 09/28/2024 ITEMS NOT PAID (✓)

Line	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
10/27/2024	10/01/2024	7523758018	211140867	115Invoice	0.01	0.32		0.31	✓	7523758018	
10/27/2024	10/01/2024	7523758019	211723301	115Invoice	0.01	0.32		0.31	✓	7523758019	

column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TAL: Customer Number 256342 WALMART 1098/MEM MED PHS

Subtotals: 5,848.10 USD

ure Due: 0.00

t Due: 0.00

t Payment 13.153.06
23/2024

If Paid By 10/01/2024,
Pay This Amount: 5,781.10 USD

If Paid After 10/01/2024,
Pay this Amount: 5,848.10 USD

Due If Paid On Time: 5,731.10 ✓
USD
Disc lost if paid late: 117.00
Due If Paid Late: 5,848.10
USD

✓ Andrew De la Santa

9/30/2024

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 09/27/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 6000

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

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 820405
Date: 09/28/2024

As of: 09/27/2024 Page: 001
Mail to: Comp: 6000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405 PLEASE CHECK ANY
Date: 09/28/2024 ITEMS NOT PAID (✓)

Line Item	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							
123/2024	10/01/2024	7522478022	B2409-055-174423	115Invoice	1.38	68.81		67.43	✓	7522478022	
126/2024	10/01/2024	7523311660	B2409-055-174884	115Invoice	0.12	6.18		6.06	✓	7523311660	

column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TAL: Customer Number 820405 HEB PHCY WHSE/MEM MED PHS

Subtotals: 74.99 USD

Amount Due: 0.00

Amount Due: 0.00

Payment 23/2024 13,153.06

If Paid By 10/01/2024,
Pay This Amount:

73.49 USD

If Paid After 10/01/2024,
Pay this Amount:

74.99 USD

Due If Paid On Time:
USD

73.49 ✓

Disc lost if paid late:

1.50

Due If Paid Late:
USD

74.99

✓ Andrew D. Santos
9/30/2024

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

Company: 8000

CVS PHCY 10356/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77879

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 09/27/2024

Page: 001

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 835430
Date: 09/28/2024

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 09/27/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835430 PLEASE CHECK ANY
Date: 09/28/2024 ITEMS NOT PAID (✓)

Invoice Date	Due Date	Receivable Number	National Account Number	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835430	CVS PHCY 10356/MEM MC PHS											
09/25/2024	10/01/2024	7523072611		3552367	115Invoice	0.01	0.32		0.31	✓	7523072611	
column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item												

TAL: Customer Number 835430 CVS PHCY 10356/MEM MC PHS

Subtotals:

0.32 USD

Amount Due: 0.00
Total Due: 0.00
Total Payment 15/2024 2,647.84

If Paid By 10/01/2024,
Pay This Amount:
If Paid After 10/01/2024,
Pay this Amount:

0.31 USD

0.32 USD

Due If Paid On Time: 0.31 ✓
USD
Disc lost if paid late: 0.01
Due If Paid Late: 0.32
USD

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ Andrew DeFasbantes
9/30/2024

For AR Inquiries please contact 800-867-0333

WCKESSON

STATEMENT

As of: 09/27/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

DC: 8115
Customer INV SupplID:
Territory: 7001

As of: 09/27/2024 Page: 001
Mail to: Comp: 8000

CVS PHCY 8923/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Customer: 835434
Date: 09/28/2024

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835434 PLEASE CHECK ANY
Date: 09/28/2024 ITEMS NOT PAID (✓)

ing :e	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											
25/2024	10/01/2024	7523102942	3552428	115Invoice	0.21	10.50		10.29	✓	7523102942	
25/2024	10/01/2024	7523102943	3552428	115Invoice	2.63	131.46		128.83	✓	7523102943	

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: 141.96 USD

Due: 0.00

Due: 0.00

Payment 10,984.66
25/2024

If Paid By 10/01/2024,
Pay This Amount:

139.12 USD

If Paid After 10/01/2024,
Pay this Amount:

141.96 USD

Due If Paid On Time:

USD 139.12 ✓

Disc lost if paid late:

2.84

Due If Paid Late:

USD 141.96

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

✓ *Andrew De Los Santos*
9/30/2024

For AR Inquiries please contact 800-867-0333

WCKESSON

STATEMENT

As of: 09/27/2024

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: 09/28/2024

As of: 09/27/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835437 PLEASE CHECK ANY
Date: 09/28/2024 ITEMS NOT PAID (✓)

ng e	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										
25/2024	10/01/2024	7523256567	3550533	115Invoice	0.99	49.37		48.38	/	7523256567	

column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

AL: Customer Number 835437 CVS PHCY 7416/MEM MC PHS

Subtotals: 49.37 USD

Due: 0.00

Due: 0.00

Payment 24,560.81
6/2024

If Paid By 10/01/2024,
Pay This Amount:

48.38 USD

If Paid After 10/01/2024,
Pay this Amount:

49.37 USD

Due If Paid On Time:

USD 48.38 ✓

Disc lost if paid late: 0.99

Due If Paid Late:

USD 49.37

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

✓ Andrew Dufour
9/30/2024

For AR Inquiries please contact 800-867-0333

ACKESSON

STATEMENT

Form: 8000

As of: 09/27/2024

Page: 001

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 SupplD:
Territory: 7001

Customer: 835438
Date: 09/28/2024

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 09/27/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for Information only

Cust: 835438 PLEASE CHECK ANY
Date: 09/28/2024 ITEMS NOT PAID (✓)

ig	Due Date	Receivable Number	National Account	Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number
Customer Number 835438	CVS PHCY 7475/MEM MC PHS										
15/2024	10/01/2024	7523248923		3552150	115 Invoice	0.45	22.41		21.96	/	7523248923
Column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item											

AL: Customer Number 835438 CVS PHCY 7475/MEM MC PHS

Subtotals:

22.41 USD

re Due: 0.00

Due: 0.00

If Paid By 10/01/2024,
Pay This Amount:

21.96 USD

If Paid After 10/01/2024,
Pay this Amount:

22.41 USD

Payment 24,560.81
6/2024

Due If Paid On Time:

USD 21.96 ✓

Disc lost if paid late: 0.45

Due If Paid Late:
USD 22.41

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

✓ Andrew De la Serna
9/30/2024

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: 68279064
Date: 09-27-2024

1 of 2

Serviced By:

AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101

Customer:

WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER ✓
1302 N VIRGINIA ST ✓
PORT LAVACA TX 77979-2509

Customer Number

100135284 / 037028186

Terms

Sat - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	1,493.15
Past Due:	(9,838.42)
Total Due:	(8,345.27)
Account Balance:	(8,345.27)

Remit To:

AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-5223

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
09-15-2024	09-27-2024	3188668882	7007604734	Invoice	261.38		0.00	261.38
09-15-2024	09-27-2024	3188668883	7007604734	Invoice	1.18		0.00	1.18
09-15-2024	09-27-2024	3188668884	7007615443	Invoice	162.58		0.00	162.58
09-15-2024	09-27-2024	3188668885	7007615471	Invoice	53.55		0.00	53.55
09-15-2024	09-27-2024	3188668886	7007615471	Invoice	3.00		0.00	3.00
09-15-2024	09-27-2024	3188668887	7007625239	Invoice	42.47		0.00	42.47
09-16-2024	09-27-2024	3188769005	7007632041	Invoice	22.90		0.00	22.90
09-17-2024	09-27-2024	3188864241	7007642080	Invoice	1,073.40		0.00	1,073.40
09-18-2024	09-27-2024	3189027160	7007649387	Invoice	96.87		0.00	96.87
09-18-2024	09-27-2024	3189027161	7007649550	Invoice	63.77		0.00	63.77
09-19-2024	09-27-2024	3189269361	7007657077	Invoice	10.12		0.00	10.12
09-20-2024	09-27-2024	3189423747	7007666238	Invoice	196.76		0.00	196.76
09-23-2024	10-04-2024	3189694801	7007670485	Invoice	39.33		0.00	39.33
09-23-2024	10-04-2024	3189594802	7007681977	Invoice	152.83		0.00	152.83
09-23-2024	10-04-2024	3189594803	7007693546	Invoice	21.60		0.00	21.60
09-23-2024	10-04-2024	3189594804	7007671903	Invoice	1.35		0.00	1.35
09-23-2024	10-04-2024	3189594805	7007681830	Invoice	12.06		0.00	12.06
09-24-2024	09-24-2024	205568	3184784667	Customer Payment	75.10	08-12-2024	150.20	(75.10)
09-24-2024	09-24-2024	205568	3184944579	Customer Payment	137.30	08-13-2024	274.60	(137.30)
09-24-2024	09-24-2024	205568	3184945100	Customer Payment	233.46	08-13-2024	466.92	(233.46)
09-24-2024	09-24-2024	205568	3185600679	Customer Payment	3,759.83	08-19-2024	7,519.26	(3,759.83)
09-24-2024	09-24-2024	205568	3185601952	Customer Payment	3,573.38	08-19-2024	7,146.76	(3,573.38)
09-24-2024	09-24-2024	205568	3185601953	Customer Payment	61.65	08-19-2024	123.32	(61.65)
09-24-2024	09-24-2024	205568	3185601950	Customer Payment	162.58	08-19-2024	325.16	(162.58)
09-24-2024	09-24-2024	205568	3184784668	Customer Payment	72.71	08-12-2024	145.42	(72.71)
09-24-2024	09-24-2024	205568	3184784666	Customer Payment	238.09	08-12-2024	476.18	(238.09)
09-24-2024	09-24-2024	205568	3185098913	Customer Payment	17.61	08-14-2024	35.22	(17.61)

Approved
last
CC

\$1987.90



STATEMENT

Number: 68279064

Date: 09-27-2024

2 of 2

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
09-24-2024	09-24-2024	205568	3184784665	Customer Payment	2,288.36	08-12-2024	4,578.72	(2,288.36)
09-24-2024	09-24-2024	205568	3185257235	Customer Payment	93.11	08-15-2024	186.22	(93.11)
09-24-2024	09-24-2024	205568	3185601951	Customer Payment	1,113.39	08-19-2024	2,226.78	(1,113.39)
09-24-2024	10-04-2024	3189762327	7007698509	Invoice	19.34		0.00	✓ 19.34
09-24-2024	10-04-2024	3189762328	7007698509	Invoice	1.18		0.00	✓ 1.18
09-25-2024	10-04-2024	3189915028	7007706639	Invoice	31.25		0.00	✓ 31.25
09-25-2024	10-04-2024	3189915029	7007706639	Invoice	1.00		0.00	✓ 1.00
09-25-2024	10-04-2024	3189915470	7007707386	Invoice	96.87		0.00	✓ 96.87
09-26-2024	10-04-2024	3188003221	7007716200	Invoice	4.35		0.00	✓ 4.35
09-27-2024	10-04-2024	3190232253	7007727328	Invoice	1,110.64		0.00	✓ 1,110.64
09-27-2024	10-04-2024	3190232254	7007725674	Invoice	1.35		0.00	✓ 1.35

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
1,493.15	(9,838.42)	0.00	0.00	0.00	0.00	0.00

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Reminders

Due Date	Amount
09-24-2024	(11,826.38)
09-27-2024	1,987.96
10-04-2024	1,493.15
Total Due:	(8,345.27)

✓ Andrew D. L. L. L.
9/30/2024

HPHG, LLC dba 90 Degree Benefits

Monthly Billing for 10/1/2024

MEMORIAL MEDICAL CENTER (Mst Grp: 76350) ✓
815 N VIRGINIA STREET
PORT LAVACA, TX 77979

Master Group Totals

SPEC AGG	177	\$55,033.30	Adjustments	5		Total Due
ADMIN FEES	177	\$7,611.00	Adjustments	4	(\$270.31)	\$54,762.99
PPO UR	177	\$3,371.85	Adjustments	4	(\$43.00)	\$7,568.00
CHIC MGMT FEE		\$700.00	Adjustments	4	(\$19.05)	\$3,352.80
						\$700.00

Balance Forward:		\$68,065.05
Payments:	-	\$68,065.05
Adjustments:	+	\$0.00

Beginning Balance:		\$0.00
Current Amount Due:	+	\$66,716.15
Current Adjustments:	+	(\$332.36)
Total Amount Due:		\$66,383.79 ✓

Description	Medical
EE	106
ES	17
EF	13
EC	41
Mst Total	177

Andrew D. Santos
9/30/2024

APPROVED ON

SEP 30 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.

<u>Date</u>	<u>Bank Description</u>	<u>MMC Notes</u>	<u>Amount</u>	<u>CPSI "Handwritten Check" #</u>
9/27/2024	WIRE OUT CBNA INCOMING SETTLEMENT ACCOUNT	- Citibank Corporate Card Payment	3,451.36 ✓	901639
9/27/2024	PAY PLUS ACHTrans 37708225 101000691317197 P	- 3rd Party Payor Fee	265.80 ✓	901370
9/27/2024	HEALTH/EQUITY INC HealthEq 1356888 91000015	- EmpDeduct/Employer Contribut	1,372.83 ✓	800593
9/27/2024	EXPERTPAY EXPERTPAY 746003411 91000010168273	- Child Support Payment	570.69 ✓	800594
9/27/2024	MEMORIAL MEDICAL PAYROLL 746003411 113122650	- Payroll	376,471.27 ✓	
9/26/2024	PAY PLUS ACHTrans 37505016 101000690128637 P	- 3rd Party Payor Fee	191.50 ✓	901371
9/26/2024	HPHG LLC ACHPORT MainMedCtr P Luv 11312265001	- Health Insurance Claim Payments	7,067.75 ✓	800595
9/25/2024	PAY PLUS ACHTrans 37388876 101000698836343 P	- 3rd Party Payor Fee	177.64 ✓	901372
9/25/2024	HARLAND CLARKE CHK ORDERS 190H377902212R5 91	- Deposit Book Operating	60.56 ✓	901373
9/24/2024	PAY PLUS ACHTrans 37239398 101000697673926 P	- 3rd Party Payor Fee	23.18 ✓	901374
9/24/2024	MCKESSON DRUG AUTO ACH ACH06179607 910000123	- 340B Drug Program Expense	13,153.06 ✓	500641
9/23/2024	PAY PLUS ACHTrans 37128722 101000696436135 P	- 3rd Party Payor Fee	109.75 ✓	901375
			<u>402,755.17</u>	

September 30, 2024

* Approved on 9.25.24 cc
** Approved on 9.18.24 cc

<u>Date</u>	<u>Description</u>	<u>MMC Notes</u>	<u>Amount</u>
			0.00 /

September 30, 2024

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

402,755.17

9.25.24 cc
9.18.24 cc

Amount

0.00

RECEIVED BY THE
COUNTY AUDITOR ON

09/26/2024
10:23

SEP 26 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 10/19/2024

0
ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Vendor# Vendor Name

Class Pay Code

11824 ✓ THE CRESCENT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 091924		09/25/202	09/16/202	10/19/202			536.81	0.00	0.00	536.81 ✓
✓ 091924A	ins. pmt dep. into MMCOpt in error	09/25/202	09/16/202	10/19/202			7,494.07	0.00	0.00	7,494.07 ✓
✓ 091924B		09/25/202	09/16/202	10/19/202			204.00	0.00	0.00	204.00 ✓

Vendor Totals: Number Name
11824 THE CRESCENT

Gross	Discount	No-Pay	Net
8,234.88	0.00	0.00	8,234.88

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	8,234.88	0.00	0.00	8,234.88

APPROVED ON

SEP 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 26 2024

09/26/2024

10:24

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 10/19/2024

0
ap_open_invoice.template

Vendor# Vendor Name

11836 ✓ GOLDENCREEK HEALTHCARE

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 091624		09/25/202	09/16/202	10/19/202			21,108.48	0.00	0.00	21,108.48 ✓
✓ 091724	INS. PMT. dep. into mmc acct in error	09/25/202	09/17/202	10/18/202			85,904.64	0.00	0.00	85,904.64 ✓
✓ 091724A		09/25/202	09/17/202	10/19/202			367.39	0.00	0.00	367.39 ✓
✓ 091824		09/25/202	09/17/202	10/19/202			34,140.28	0.00	0.00	34,140.28 ✓

Vendor Totals: Number Name

11836 GOLDENCREEK HEALTHCARE

Gross Discount No-Pay Net
141,520.79 0.00 0.00 141,520.79

Report Summary

Grand Totals:

Gross Discount No-Pay Net
141,520.79 0.00 0.00 141,520.79

APPROVED ON

SEP 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

09/26/2024
10:25

SEP 26 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Due Dates Through: 10/19/2024

Vendor# Vendor Name

Class Pay Code

13004 TUSCANY VILLAGE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 091624		09/25/202	09/16/202	10/19/202			7,575.00	0.00	0.00	7,575.00 ✓
✓ 091924	ins. pmt dep. into mmc opt. in error	09/25/202	09/16/202	10/19/202			12,960.00	0.00	0.00	12,960.00 ✓

Vendor Totals: Number Name

13004 TUSCANY VILLAGE

Gross	Discount	No-Pay	Net
20,535.00	0.00	0.00	20,535.00

Report Summary

Grand Totals:

Gross
20,535.00

Discount
0.00

No-Pay
0.00

Net
20,535.00

APPROVED ON

SEP 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

SEP 26 2024

09/26/2024
10:24

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 10/19/2024

0
ap_open_invoice.template

CALHOUN COUNTY, TEXAS
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
✓ 091824		09/26/202	09/18/202	10/19/202			7,330.72	0.00	0.00	7,330.72

TRANSFER *ins. pmt. clerp. into mmc opt. in error*

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12792	BETHANY SENIOR LIVING	7,330.72	0.00	0.00	7,330.72

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	7,330.72	0.00	0.00	7,330.72

APPROVED ON

SEP 26 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

		MMHC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
9/27/2024 MANAGEANDNET1718 MNS PMNT 00000000000093 41	1,624.50						3,624.50
9/27/2024 HNB - ECHO HCCLAIMPMT 746003411 44000029164	45,716.09						45,716.09
9/27/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	810.07						810.07
9/28/2024 MANAGEANDNET1718 MNS PMNT 00000000000093 41	4,680.00						4,680.00
9/28/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384	6,970.00						6,970.00
9/28/2024 WIRE OUT ASHFORD HEALTH CARE CENTER LTD							
9/29/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	238,447.01						
9/29/2024 NOVITAS SOLUTION HCCLAIMPMT 675423 420000178	82,982.60						82,982.60
9/29/2024 HNB - ECHO HCCLAIMPMT 746003411 440000276824	7,028.80						7,028.80
9/29/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	2,955.68						2,955.68
9/29/2024 NOVITAS SOLUTION HCCLAIMPMT 675423 420000152	42,787.22						42,787.22
9/29/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113005 2	9,496.86						9,496.86
9/29/2024 Deposit	7,962.61						7,962.61
9/29/2024 MANAGEANDNET1718 MNS PMNT 00000000000093 41	450.00						450.00
	630.00						630.00
238,447.01	216,094.43						216,094.43

		MMHC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
9/27/2024 HNB - ECHO HCCLAIMPMT 746003411 44000029164	1,332.94						1,332.94
9/27/2024 HNB - ECHO HCCLAIMPMT 746003411 44000029164	40,709.50						40,709.50
9/27/2024 HNB - ECHO HCCLAIMPMT 746003411 44000029164	7,261.36						7,261.36
9/27/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	6,466.34						6,466.34
9/27/2024 NOVITAS SOLUTION HCCLAIMPMT 675357 420000131	10,194.67						10,194.67
9/27/2024 HUMANA INS CO HCCLAIMPMT 5794821 8300005487	7,390.00						7,390.00
9/27/2024 HUMANA CHA DISB HCCLAIMPMT 5800513 42000010	4,893.00						4,893.00
9/27/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113004 2	1,692.55						1,692.55
9/28/2024 MANAGEANDNET1718 MNS PMNT 0000000000004294 41	6,208.00						6,208.00
9/28/2024 HNB - ECHO HCCLAIMPMT 746003411 440000256135	599.82						599.82
9/28/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	277,859.90						
9/28/2024 HNB - ECHO HCCLAIMPMT 746003411 440000214301	11,278.99						11,278.99
9/28/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	3,162.43						3,162.43
9/28/2024 NOVITAS SOLUTION HCCLAIMPMT 675357 420000178	17,742.33						17,742.33
9/28/2024 HUMANA CHA DISB HCCLAIMPMT 57862215 42000012	7,565.00						7,565.00
9/28/2024 HUMANA CHA DISB HCCLAIMPMT 57862215 42000012	14,313.70						14,313.70
9/28/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113004 2	645.87						645.87
9/28/2024 Deposit	3,600.00						3,600.00
9/28/2024 HNB - ECHO HCCLAIMPMT 746003411 440000224176	2,109.46						2,109.46
9/28/2024 NOVITAS SOLUTION HCCLAIMPMT 675357 420000196	3,043.09						3,043.09
277,859.90	150,211.05						150,211.05

		MMHC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
9/27/2024 MANAGEANDNET1718 MNS PMNT 0000000000001258 41	5,272.00						5,272.00
9/27/2024 HNB - ECHO HCCLAIMPMT 746003411 440000193159	1,205.52						1,205.52
9/27/2024 HNB - ECHO HCCLAIMPMT 746003411 440000193159	15,407.17						15,407.17
9/27/2024 HNB - ECHO HCCLAIMPMT 746003411 440000193159	6,516.55						6,516.55
9/27/2024 HUMANA CHA DISB HCCLAIMPMT 5800513 42000010	22,151.08						22,151.08
9/27/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113008 2	6,901.98						6,901.98
9/27/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384	2,870.00						2,870.00
9/27/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113008 2	7,886.90						7,886.90
9/28/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	411,824.87						
9/28/2024 Deposit	435.25						435.25
9/28/2024 Deposit	16,750.00						16,750.00
9/28/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	35,821.23						35,821.23
9/28/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113008 2	1,382.02						1,382.02
9/28/2024 HNB - ECHO HCCLAIMPMT 746003411 440000277067	11,242.30						11,242.30
9/28/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	19,434.26						19,434.26
9/28/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113008 2	5,160.89						5,160.89
9/28/2024 Check 363	59,325.00						
9/28/2024 MANAGEANDNET1718 MNS PMNT 0000000000003268 41	313.02						313.02
9/28/2024 HNB - ECHO HCCLAIMPMT 746003411 440000224736	10,046.02						10,046.02
9/28/2024 NOVITAS SOLUTION HCCLAIMPMT 675323 420000196	22,456.09						22,456.09
471,149.87	191,262.28						191,262.28

		MMHC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
9/27/2024 MANAGEANDNET1718 MNS PMNT 0000000000003474 41	1,755.00						1,755.00
9/27/2024 HNB - ECHO HCCLAIMPMT 746003411 44000029416A	6,534.16						6,534.16
9/27/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	6,787.84						6,787.84
9/28/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384	8,170.00						8,170.00
9/28/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	57,801.25						
9/28/2024 MANAGEANDNET1718 MNS PMNT 0000000000004294 41	4,670.00						4,670.00
9/28/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	1,753.28						1,753.28
9/28/2024 NOVITAS SOLUTION HCCLAIMPMT 675863 420000178	679.87						679.87
9/28/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113006 2	177.84						177.84
9/28/2024 NOVITAS SOLUTION HCCLAIMPMT 675863 420000151	4,366.48						4,366.48
9/28/2024 HNB - ECHO HCCLAIMPMT 746003411 440000274728	11,075.16						11,075.16
57,801.25	45,969.63						45,969.63

		MMHC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
9/27/2024 MANAGEANDNET1718 MNS PMNT 0000000000004287 41	8,146.00						8,146.00
9/27/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384	2,500.00						2,500.00
9/27/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	7,330.18						7,330.18
9/27/2024 NOVITAS SOLUTION HCCLAIMPMT 675310 420000131	2,642.70						2,642.70
9/27/2024 HUMANA INS CO HCCLAIMPMT 57954499 8300005487	4,650.00						4,650.00
9/27/2024 HUMANA CHA DISB HCCLAIMPMT 5800591 42000010	375.00						375.00
9/28/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384	6,640.00						6,640.00
9/28/2024 NOVITAS SOLUTION HCCLAIMPMT 675310 420000150	1,512.36						1,512.36
9/28/2024 WIRE OUT CANTER HEALTH CARE CENTERS III	160,189.16						
9/28/2024 HNB - ECHO HCCLAIMPMT 746003411 440000214301	441.04						441.04
9/28/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	6,014.72						6,014.72
9/28/2024 HNB - ECHO HCCLAIMPMT 746003411 440000177067	4,410.45						4,410.45
9/28/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000	12.12						12.12
9/28/2024 NOVITAS SOLUTION HCCLAIMPMT 675310 420000151	9,613.14						9,613.14
9/28/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113007 2	1,705.12						1,705.12
9/28/2024 HNB - ECHO HCCLAIMPMT 746003411 440000124760	11,513.10						11,513.10
9/28/2024 NOVITAS SOLUTION HCCLAIMPMT 675310 420000156	215,678.88						215,678.88
160,189.16	281,184.81						281,184.81

TOTALS

1,265,447.19	884,722.20	-	-	-	-	884,722.20
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Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,212,116.61	\$1,971,853.29	\$1,212,116.61	\$1,423,358.92
*4365 MMC - CLINIC SERIES 2014	\$546.60	\$546.60	\$546.60	\$546.60
*4373 MMC - PRIVATE WAIVER CLEARING	\$440.04	\$440.04	\$440.04	\$440.04
*4381 MEMORIAL MEDICAL / NH ASHFORD ✓	\$216,584.88 ✓	\$222,371.42	\$216,584.88	\$166,434.22
*4403 MEMORIAL MEDICAL / NH BROADMOOR ✓	\$150,664.84 ✓	\$155,521.52	\$150,664.84	\$70,722.48
*4411 MEMORIAL MEDICAL / NH CRESCENT ✓	\$191,938.59 ✓	\$192,038.82	\$191,938.59	\$134,484.29
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON ✓	\$281,677.31 ✓	\$298,478.81	\$281,677.31	\$258,033.43
*4446 MEMORIAL MEDICAL / NH FORT BEND ✓	\$46,175.35 ✓	\$46,298.23	\$46,175.35	\$31,098.35
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$169,987.27	\$173,280.62	\$169,987.27	\$142,365.82
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.69	\$5,494.69	\$5,494.69	\$5,494.69
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$4,579.84	\$4,579.84	\$4,579.84	\$4,579.84
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$3,138.88	\$3,138.88	\$3,138.88	\$3,138.88
*5506 MMC -NH BETHANY SENIOR LIVING	\$27,212.35	\$27,212.35	\$27,212.35	\$363.35
*3407 MMC -NH TUSCANY VILLAGE	\$502,121.37	\$502,121.37	\$502,121.37	\$460,765.07
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$5,043.81	\$5,043.81	\$5,043.81	\$5,043.81
Total Balance	\$2,817,822.43	\$3,608,520.29	\$2,817,822.43	\$2,706,969.79

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
9/30/2024

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		30,429.88	29,996.25	169,553.64		169,987.27	147,934.65
					Bank Balance Variance	169,987.27	
					Leave in Balance	100.00	
					Superior July and Y6 Adj 2	21,618.99	
					July Interest	151.91	
					Aug Interest	181.72	
					Sept Interest		
					Adjust Balance/Transfer Amt	147,934.65	

Routing Information for Golden Creek:
Nexion Health at Golden Creek
Wells Fargo Bank, N.A.

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$300 that MMC deposited to open account.

Approved: Andrew De Los Santos
Andrew De Los Santos 9/30/2024

APPROVED ON
SEP 30 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

9/27/2024 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
 9/27/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001607
 9/27/2024 Cantano Mangrove ACH 0087056483516 1110000227
 9/27/2024 HEALTH HUMAN SVC HCCLAIMPMT 174600941113011 2
 9/26/2024 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
 9/25/2024 WIRE OUT NEXION HEALTH d/b/a GOLDEN CREEK HC
 9/25/2024 Depout
 9/25/2024 HNB - ECHO HCCLAIMPMT 746009411 440000214301
 9/25/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001258
 9/25/2024 AETNA ASO1 HCCLAIMPMT 1588075964 51000018083
 9/24/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001295
 9/24/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001295
 9/24/2024 AETNA ASO1 HCCLAIMPMT 1588075964 51000012822
 9/23/2024 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
 9/23/2024 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
 9/23/2024 TSYS/TRANSFIRST CR CD DEP 543684555876917 91
 9/23/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001196
 9/23/2024 NOVITAS SOLUTION HCCLAIMPMT 676097 470000196

		MMC PORTION						
Transfer Out	Transfer In	QIPP/Comp					NN PORTION	
		QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4	QIPP TT		
	7,800.00							7,800.00
	400.00							400.00
✓	24,368.31	✓ 19,775.57	✓ 3,205.14	✓ 280.36	✓ 1,143.04	✓ 21,618.99	✓	2,765.12
	37.34							37.34
	1,803.00							1,803.00
29,996.25	✓							
	21,546.91							21,546.91
	441.04							441.04
	334.25							334.25
	33.98							33.98
	994.00							994.00
	1,852.00							1,852.00
	975.00							975.00
	2,202.56							2,202.56
	2,045.00							2,045.00
	495.00							495.00
✓	1,853.29	✓						1,853.29
	107,356.16							107,356.16
29,996.25	169,553.64	19,775.57	3,205.14	280.36	1,143.04	21,618.99	147,934.65	

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,212,116.61	\$1,971,853.29	\$1,212,116.61	\$1,423,358.92
*4365 MMC - CLINIC SERIES 2014	\$546.60	\$546.60	\$546.60	\$546.60
*4373 MMC - PRIVATE WAIVER CLEARING	\$440.04	\$440.04	\$440.04	\$440.04
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$216,584.88	\$222,371.42	\$216,584.88	\$166,434.22
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$150,664.84	\$155,521.52	\$150,664.84	\$70,722.48
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$191,938.59	\$192,038.82	\$191,938.59	\$134,484.29
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$281,677.31	\$298,478.81	\$281,677.31	\$258,033.43
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$46,175.35	\$46,298.23	\$46,175.35	\$31,098.35
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE ✓	\$169,987.27 ✓	\$173,280.62	\$169,987.27	\$142,365.82
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.69	\$5,494.69	\$5,494.69	\$5,494.69
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$4,579.84	\$4,579.84	\$4,579.84	\$4,579.84
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$3,138.88	\$3,138.88	\$3,138.88	\$3,138.88
*5506 MMC -NH BETHANY SENIOR LIVING	\$27,212.35	\$27,212.35	\$27,212.35	\$363.35
*3407 MMC -NH TUSCANY VILLAGE	\$502,121.37	\$502,121.37	\$502,121.37	\$460,765.07
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$5,043.81	\$5,043.81	\$5,043.81	\$5,043.81
Total Balance	\$2,817,822.43	\$3,608,520.29	\$2,817,822.43	\$2,706,969.79

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
9/30/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Chs Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Calhoun County Prosperity Accounts		4,248.68	1,081.90	1,413.00			4,579.84	✓ No transfer
						Bank Balance Variance	4,579.84	
						leave in Balance	100.00	
						Adjust Balance/Transfer Amt	4,479.84	
Calhoun County Prosperity Accounts		1,761.09		1,377.79			3,138.88	✓
						Bank Balance Variance	3,138.88	
						leave in Balance	100.00	
						Adjust Balance/Transfer Amt	3,038.88	
TOTAL TRANSFERS							7,618.72	

Routing Information for Gulf Pointe Plaza:

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Approved: Andrew De Los Santos
Andrew De Los Santos 9/30/2024

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

CONFIDENTIAL - HEALTH HUMAN SERVICES

9/26/2024 Check 1117
9/26/2024 PNC-ECHO HCCLAIMPMT 746003411 41000122834035
9/26/2024 HNB - ECHO HCCLAIMPMT 746003411 440000256339
9/26/2024 HNB - ECHO HCCLAIMPMT 746003411 440000256339
9/26/2024 HNB - ECHO HCCLAIMPMT 746003411 440000256339

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
1,081.90	78.41						78.41
	64.00						64.00
	946.88						946.88
	323.77						323.77
1,081.90	1,413.06						1,413.06

CONFIDENTIAL - HEALTH HUMAN SERVICES

9/25/2024 MERCHANT BANKCD DEPOSIT 496478518889 9100001
9/24/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113013 2

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
	1,220.14						1,220.14
	157.65						157.65
	1,377.79						1,377.79
1,081.90	2,790.85						2,790.85

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,212,116.61	\$1,971,853.29	\$1,212,116.61	\$1,423,358.92
*4365 MMC - CLINIC SERIES 2014	\$546.60	\$546.60	\$546.60	\$546.60
*4373 MMC - PRIVATE WAIVER CLEARING	\$440.04	\$440.04	\$440.04	\$440.04
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$216,584.88	\$222,371.42	\$216,584.88	\$166,434.22
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$150,664.84	\$155,521.52	\$150,664.84	\$70,722.48
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$191,938.59	\$192,038.82	\$191,938.59	\$134,484.29
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$281,677.31	\$298,478.81	\$281,677.31	\$258,033.43
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$46,175.35	\$46,298.23	\$46,175.35	\$31,098.35
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$169,987.27	\$173,280.62	\$169,987.27	\$142,365.82
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.69	\$5,494.69	\$5,494.69	\$5,494.69
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY ✓	\$4,579.84 ✓ ✓	\$4,579.84	\$4,579.84	\$4,579.84
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID ✓	\$3,138.88 ✓ ✓	\$3,138.88	\$3,138.88	\$3,138.88
*5506 MMC -NH BETHANY SENIOR LIVING	\$27,212.35	\$27,212.35	\$27,212.35	\$363.35
*3407 MMC -NH TUSCANY VILLAGE	\$502,121.37	\$502,121.37	\$502,121.37	\$460,765.07
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$5,043.81	\$5,043.81	\$5,043.81	\$5,043.81
Total Balance	\$2,817,822.43	\$3,608,520.29	\$2,817,822.43	\$2,706,969.79

Memorial Medical Center
 Nursing Home UPL
 Weekly Tuscan Transfer
 Prosperity Accounts
 9/30/2024

Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
<u>Nursing Home</u>	58,913.96	58,813.96	502,021.37			502,121.37	502,021.37
					Bank Balance Variance	502,121.37	
					Leave in Balance	100.00	

Adjust Balance/Transfer Amt 502,021.37

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 9/30/2024

APPROVED ON
 SEP 30 2024
 BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

10/2/2024 HNB - ECHO HCCLAIMPMT 746003411 440000293719
 9/25/2024 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE
 9/25/2024 Deposit
 9/25/2024 Deposit
 9/25/2024 NOVITAS SOLUTION HCCLAIMPMT 676201 420000178
 9/24/2024 Deposit
 9/24/2024 Deposit
 9/24/2024 HNB - ECHO HCCLAIMPMT 746003411 440000277067
 9/23/2024 Check 1170
 9/23/2024 Check 1171
 9/23/2024 Deposit
 9/23/2024 Deposit
 9/23/2024 NOVITAS SOLUTION HCCLAIMPMT 676201 420000196

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp 1	QIPP/Comp 2	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	
-	41,356.30	-	-	-	-	-	41,356.30
54,763.96	-	-	-	-	-	-	-
-	77,357.49	-	-	-	-	-	77,357.49
-	22,456.32	-	-	-	-	-	22,456.32
-	13,185.04	-	-	-	-	-	13,185.04
-	29,615.82	-	-	-	-	-	29,615.82
-	27,248.40	-	-	-	-	-	27,248.40
-	20,892.79	-	-	-	-	-	20,892.79
450.00	-	-	-	-	-	-	-
3,600.00	-	-	-	-	-	-	-
-	59,325.00	-	-	-	-	-	59,325.00
-	4,210.56	-	-	-	-	-	4,210.56
-	206,373.65	-	-	-	-	-	206,373.65
58,813.96	502,021.37	-	-	-	-	-	502,021.37

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,212,116.61	\$1,971,853.29	\$1,212,116.61	\$1,423,358.92
*4365 MMC - CLINIC SERIES 2014	\$546.60	\$546.60	\$546.60	\$546.60
*4373 MMC - PRIVATE WAIVER CLEARING	\$440.04	\$440.04	\$440.04	\$440.04
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$216,584.88	\$222,371.42	\$216,584.88	\$166,434.22
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$150,664.84	\$155,521.52	\$150,664.84	\$70,722.48
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$191,938.59	\$192,038.82	\$191,938.59	\$134,484.29
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$281,677.31	\$298,478.81	\$281,677.31	\$258,033.43
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$46,175.35	\$46,298.23	\$46,175.35	\$31,098.35
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$169,987.27	\$173,280.62	\$169,987.27	\$142,365.82
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.69	\$5,494.69	\$5,494.69	\$5,494.69
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$4,579.84	\$4,579.84	\$4,579.84	\$4,579.84
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$3,138.88	\$3,138.88	\$3,138.88	\$3,138.88
*5506 MMC -NH BETHANY SENIOR LIVING	\$27,212.35	\$27,212.35	\$27,212.35	\$363.35
*3407 MMC -NH TUSCANY VILLAGE ✓	\$502,121.37 ✓	\$502,121.37	\$502,121.37	\$460,765.07
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$5,043.81	\$5,043.81	\$5,043.81	\$5,043.81
Total Balance	\$2,817,822.43	\$3,608,520.29	\$2,817,822.43	\$2,706,969.79

Memorial Medical Center
Nursing Home UPL
Weekly HSL Transfer
Prosperity Accounts
9/30/2024

Nursing Home
~~Prosperity Accounts~~

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
	\$1,559.03	81,663.38	26,914.70			27,212.35	6,248.43
					Bank Balance	27,212.35	
					Variance		
					Leave in Balance	100.00	
					Superior July and Y6 Adj 2	20,866.37	
					July Interest	119.26	
					Aug Interest	78.39	
					Sept Interest		
					Adjust Balance/Transfer Amt	6,248.43	

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 9/30/2024

APPROVED ON
SEP 30 2024
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

PAID BY CHECK

9/27/2024 Centene Management ACH 058785433916 1130000217
 9/27/2024 NOVITAS SOLUTION HCCLAIMPMT 676481 420000111
 9/27/2024 HOSPICE OF SOUTH Payments NF 113112650021401
 9/26/2024 HEALTH HUMAN SVC HCCLAIMPMT 17460034113015 2
 9/25/2024 Check 1052
 9/25/2024 WIRE OUT PORT LAVACA NH, LLC

MMC PORTION							MMC PORTION
Transfer Out	Transfer In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP Y1	
	24,170.47	28,779.40	4,019.67	164.54	1,206.86	20,666.27	3,504.20
	1,219.24						1,219.24
	1,459.29						1,459.29
	65.70						65.70
435.25							
81,226.13							
81,661.38	26,914.70	28,779.40	4,019.67	164.54	1,206.86	20,666.27	5,248.43

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,212,116.61	\$1,971,853.29	\$1,212,116.61	\$1,423,358.92
*4365 MMC - CLINIC SERIES 2014	\$546.60	\$546.60	\$546.60	\$546.60
*4373 MMC - PRIVATE WAIVER CLEARING	\$440.04	\$440.04	\$440.04	\$440.04
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$216,584.88	\$222,371.42	\$216,584.88	\$166,434.22
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$150,664.84	\$155,521.52	\$150,664.84	\$70,722.48
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$191,938.59	\$192,038.82	\$191,938.59	\$134,484.29
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$281,677.31	\$298,478.81	\$281,677.31	\$258,033.43
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$46,175.35	\$46,298.23	\$46,175.35	\$31,098.35
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$169,987.27	\$173,280.62	\$169,987.27	\$142,365.82
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.69	\$5,494.69	\$5,494.69	\$5,494.69
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$4,579.84	\$4,579.84	\$4,579.84	\$4,579.84
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$3,138.88	\$3,138.88	\$3,138.88	\$3,138.88
*5506 MMC -NH BETHANY SENIOR ✓ LIVING ✓	\$27,212.35 ✓	\$27,212.35 ✓	\$27,212.35	\$363.35
*3407 MMC -NH TUSCANY VILLAGE	\$502,121.37	\$502,121.37	\$502,121.37	\$460,765.07
*3660 MMC -BETHANY SR LIVING - DACA	\$100.00	\$100.00	\$100.00	\$100.00
*2998 MMC -MONEY MARKET FUND	\$5,043.81	\$5,043.81	\$5,043.81	\$5,043.81
Total Balance	\$2,817,822.43	\$3,608,520.29	\$2,817,822.43	\$2,706,969.79

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P

Memorial Medical Center

Date Requested: _____

9/30/2024

A

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APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

FOR ACCT USE ONLY

☐ Imprest Cash

☐ A/P Check

☐ Mail Check to Vendor

☐ Return Check to Dept

AMOUNT:

\$

21,618.99 ✓

G/L NUMBER: _____

10255040

EXPLANATION:

Superior July and Y6 Adj 2 ✓

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY: ✓

Andrew Santos

✓ Golden Creek

9/30/2024

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P

Memorial Medical Center

Date Requested:

9/30/2024

A

Y

E

E

APPROVED ON

SEP 30 2024

BY COUNTY AUDITOR
CATHOLIC COUNTY, TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
☐ A/P Check
☐ Mail Check to Vendor
☐ Return Check to Dept

AMOUNT:

\$

20,666.27

G/L NUMBER:

10255040

EXPLANATION:

Superior July and Y6 Adj 2

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY:

Andrew D. [Signature]

✓ Bethany [Signature]

9/30/2024

QIPP PMTS TO MMC 9.30.24

QIPP Payment to MMC from Nursing Facilities

Commissioner's Court

10/2/2024

NH Name	From Bank Acct #	Ck #	Payee	GL #	Superior July and Y6 Adj 2						TOTAL	Date
Ashford	Prosperity		MMC-Prosperity Operating	10255040							-	10/2/2024
Broadmoor	Prosperity		MMC-Prosperity Operating	10255040							-	10/2/2024
Crescent	Prosperity		MMC-Prosperity Operating	10255040							-	10/2/2024
Fort Bend	Prosperity		MMC-Prosperity Operating	10255040							-	10/2/2024
Solera	Prosperity		MMC-Prosperity Operating	10255040							-	10/2/2024
Golden Creek	Prosperity		MMC-Prosperity Operating	10255040	21,618.99						21,618.99	10/2/2024
Bethany	Prosperity		MMC-Prosperity Operating	10255040	20,666.27						20,666.27	10/2/2024
Tuscan	Prosperity		MMC-Prosperity Operating	10255040							-	10/2/2024
				Total:	42,285.26						42,285.26	

Note:

Andrew De Los Santos

Approved:

ANDREW DE LOS SANTOS

9/30/2024