



December 18, 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:

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

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

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

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

4. General Discussion of Public Matters and Public Participation.

Judge Vern Lyssy informed the public that the AG Extension office was having a lunch from 11am to 1pm.

Judge Vern Lyssy congratulated Commissioner Best and gave thanks to the court for appointing him as the County Judge. He expressed his gratitude to Lesa Jurek for her hard work at Precinct 2.

5. Approve December 11, 2024 Commissioners' Court Meeting Minutes. (RHM)

Commissioners voted to rescind motion to approve, as minutes are not ready for approval.

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

6. Consider and take necessary action on Amendment No. 3 to Matagorda Bay Mitigation Trust contract 031 to extend contract period to December 31, 2025 and authorize Calhoun County judge to sign contract. (GDR)

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

7. Consider and take necessary action to allow Rusty Hook Winery to sell unopened bottles of wine at the Port O'Connor Farmers Market and authorize Commissioner Reese to sign TABC Letter of Authorization. (GDR)

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

8. Consider and take necessary action to approve GLO - Certificate of Construction Completion (COCC) to the Lane Road Drainage Improvements for Calhoun County, Texas -TX GLO Contract No. 20-065-064-C 182 and authorize Commissioner Reese to sign. (GDR)

Scott Mason with G&W Engineers explained the Certificate of Construction Completion

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

9. Consider and take necessary action on the Release of the Final Payment in the amount of \$84,755.00 to JRB Services, LLC. for the Lane Road Drainage Improvements for Calhoun County, Texas - TX GLO Contract No. 20-065-064-C182. (GDR)

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

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

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

11. Consider and to necessary action to approve the Calhoun County Sheriffs Office to apply for Rifle Resistant Body Armor Grant Program. (VLL)

Sheriff explained that the grant program would give the whole department updated vest.

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

12. Consider and take necessary action on issuing Ronny Best a County credit card with the limit equal to the other commissioners. (DEH)

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

13. Consider and take action on public hearing regarding petition to vacate Farm Tracts 9 through 16 in Lot 6 of Section 10 of the J.D. Mitchell Wolf Point Ranch subdivision recorded in volume 5, page 417 of the Calhoun County deed records. (JMB)

Regular session closed 10:15am
Henry Danysh explained the petition to vacate.
Regular session opened at 10:16am

14. Consider and take necessary action to vacate Farm Tracts 9 through 16 in Lot 6 of Section 10 of the J.D. Mitchell Wolf Point Ranch subdivision in volume 5, page 417 of the Calhoun County Deed Records. (JMB)

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

15. Consider and take necessary action to approve the final plat of the Desilos Subdivision (a replat of Farm Tracts 9 through 16 in Lot 6 of Section 10 of the J.D. Mitchell Wolf Point Ranch subdivision recorded in volume 5, page 417 of the Calhoun County deed records). (JMB)

Henry explained the final plat of the Desilos Subdivision.

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

16. Consider and take necessary action allow sheriff to sign new contract for copier at the Sheriffs Office from Great Amercia Financial Services. (VLL)

pass

17. Consider and take necessary action to approve the Specifications and the Project Manual for Bid Number 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1 and authorize the County Auditor and Urban Engineering to advertise for bids. A Pre-Bid Conference will be held at 10:00 am, Tuesday, January 21, 2025 at Green Lake Park off State Highway 35 in Calhoun County. Bids will be due on Thursday, February 13, 2025. (VLL)

Matt Glaze explained the project.

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

18. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Supply Contract for Fly Ash - Road Material, Bid Number 2025.04 for the period February 12, 2025 to December 31, 2025 and authorize the County Auditor to advertise for bids .(VLL)

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

19. Consider and take necessary action to approve Order Restricting Certain Fireworks in Unincorporated Areas of Calhoun County Texas and Retain Current Order for the County Burn Ban. (VLL)

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

20. Consider and take necessary action to pay Quality Hot Mix, Inc. for order of Hot Mix Cold Laid as they did not have the bid, Colorado Materials, Inc. has the bid. Used wrong vendor by mistake. (VLL)

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

21. Accept Monthly Reports from the following County Offices:

- a) Justice of the Peace Pct 3 – November, 2024
- b) Justice of the Peace Pct 4 – November, 2024
- c) Tax Assessor-Collector – November, 2024
- d) Texas Agrilife Extension Service – November, 2024
 - i) 4-H and Youth Development
 - ii) Agriculture and Nature Resources
 - iii) Family and Community Health
 - iv) Coastal and Marine

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

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

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

23. Approval of bills and payroll. (RHM)

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

Indigent Healthcare:

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

County Bills:

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

Adjourned 10:26am



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)**

✓

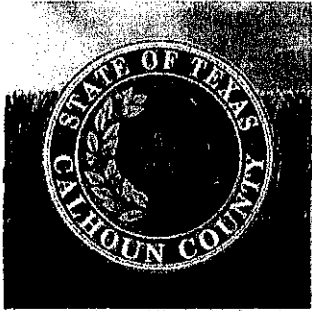
**All Documents for Clerk Signature Flagged
(All documents needing to be attested to need to be
signed day of Commissioner's Court.)**

On this 18th day of December 2024, the packet

for the 18th day of December 2024 Commissioners'
Court Regular Session was submitted from the Calhoun County Judge's office
to the Calhoun County Clerk's Office.

Debbie Vickory
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, December 18, 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:

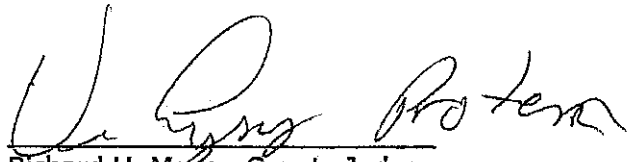
1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Approve December 11, 2024 Commissioners' Court Meeting Minutes. (RHM)
6. Consider and take necessary action on Amendment No. 3 to Matagorda Bay Mitigation Trust contract 031 to extend contract period to December 31, 2025 and authorize Calhoun County judge to sign contract. (GDR)
7. Consider and take necessary action to allow Rusty Hook Winery to sell unopened bottles of wine at the Port O'Connor Farmers Market and authorize Commissioner Reese to sign TABC Letter of Authorization. (GDR)
8. Consider and take necessary action to approve GLO - Certificate of Construction Completion (COCC) to the Lane Road Drainage Improvements for Calhoun County, Texas -TX GLO Contract No. 20-065-064-C 182 and authorize Commissioner Reese to sign. (GDR)
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11. Consider and to necessary action to approve the Calhoun County Sheriffs Office to apply for Rifle Resistant Body Armor Grant Program. (VLL)

AT 11:20 FILED 0'CLOCK M

DEC 13 2024

COUNTY CLERK, CALHOUN COUNTY, TEXAS
ANNA GOODMAN
DEPUTY: Kaddaismun

12. Consider and take necessary action on issuing Ronny Best a County credit card with the limit equal to the other commissioners. (DEH)
13. Consider and take action on public hearing regarding petition to vacate Farm Tracts 9 through 16 in Lot 6 of Section 10 of the J.D. Mitchell Wolf Point Ranch subdivision recorded in volume 5, page 417 of the Calhoun County deed records. (JMB)
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 - d) Texas Agrilife Extension Service – November, 2024
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 - ii) Agriculture and Nature Resources
 - iii) Family and Community Health
 - iv) Coastal and Marine
22. Consider and take necessary action on any necessary budget adjustments. (RHM)
23. Approval of bills and payroll. (RHM)

A handwritten signature in black ink, appearing to read "Richard H. Meyer".

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



December 18, 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:

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

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

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

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

4. General Discussion of Public Matters and Public Participation.

Judge Vern Lyssy informed the public that the AG Extension office was having a lunch from 11am to 1pm.

Judge Vern Lyssy congratulated Commissioner Best and gave thanks to the court for appointing him as the County Judge. He expressed his gratitude to Lesa Jurek for her hard work at Precinct 2.

05

5. Approve December 11, 2024 Commissioners' Court Meeting Minutes. (RHM)

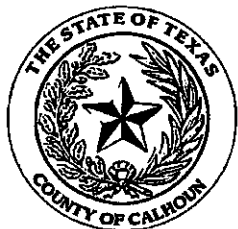
Commissioners voted to rescind motion to approve, as minutes are not ready for approval.

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

06

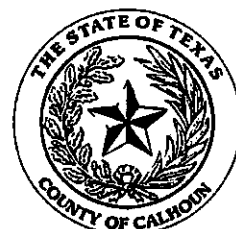
6. Consider and take necessary action on Amendment No. 3 to Matagorda Bay Mitigation Trust contract 031 to extend contract period to December 31, 2025 and authorize Calhoun County judge to sign contract. (GDR)

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



Gary D. Reese

County Commissioner
County of Calhoun
Precinct 4



December 9, 2024

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

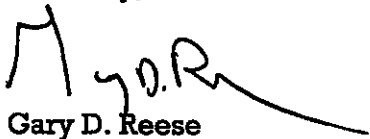
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for December 18, 2024.

- Consider and take necessary action on Amendment No. 3 to Matagorda Bay Mitigation Trust contract 031 to extend contract period to December 31, 2025 and authorize Calhoun County judge to sign contract.

Sincerely,


Gary D. Reese

GDR/at

AMENDMENT – NUMBER THREE (3)

CONTRACT No. 031: Green Lake Park Development

**CONTRACT AMENDMENT BETWEEN
MATAGORDA BAY MITIGATION TRUST**

AND

CALHOUN COUNTY, TEXAS

CONTRACT PERIOD: June 1, 2022 through December 31, 2025

REVISED FUNDING AMOUNT: No Change

EFFECTIVE DATE: January 1, 2024

For and in consideration of the mutual covenants and obligations expressed in this Contract Amendment, the parties hereto agree to the following Contract adjustments:

1. The purpose of this Amendment is to extend the Contract Period to December 31, 2025.
2. Any and all expenditures of funds under this Amendment shall comply with all requirements under the original Contract, the terms and conditions herein, and the attachments hereto.

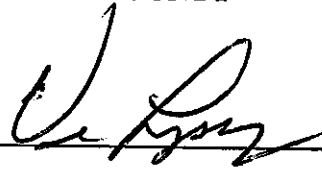
No other changes are made to this Contract.

The Matagorda Bay Mitigation Trust and Calhoun County (Recipient) hereby accept and confirm by their signatures below, that they will abide by the full terms and conditions of this Amendment and the original Contract. Except as amended herewith, all of the terms and conditions of the original Contract shall remain in full force and effect. All oral or written agreements between the parties hereto relating to the subject matter of this Contract Amendment which were made prior to the execution of this Contract and Amendment have been reduced to writing and are contained herein. This Contract Amendment shall not be binding until signed below by the authorized representatives of the parties hereto.

MATAGORDA BAY MITIGATION TRUST

BY: 

NAME: Steven J. Raabe
TITLE: Trustee
DATE: December 5, 2024

BY: 

NAME:
TITLE: Calhoun County Judge
DATE: _____

1 of 1

Version V4.1.0.5dd2ace2

07

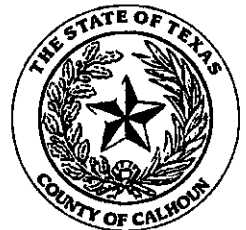
7. Consider and take necessary action to allow Rusty Hook Winery to sell unopened bottles of wine at the Port O'Connor Farmers Market and authorize Commissioner Reese to sign TABC Letter of Authorization. (GDR)

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



Gary D. Reese

County Commissioner
County of Calhoun
Precinct 4



December 9, 2024

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

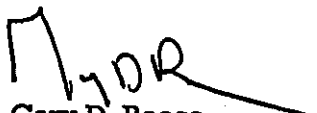
RE: AGENDA ITEM

Dear Judge Meyer:

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- Consider and take necessary action to allow Rusty Hook Winery to sell unopened bottles of wine at the Port O'Connor Farmers Market and authorize Commissioner Reese to sign TABC Letter of Authorization.

Sincerely,


Gary D. Reese

GDR/at

Owner of Property Authorization Letter

Date: December 18, 2024

Texas Alcoholic Beverage Commission
2820 S. Padre Island Dr., Suite #120
Corpus Christi, TX 78415
(361) 851-2531

Organization Name: Port O'Connor Farmers Market

I hereby authorize ***Rusty Hook Winery*** to sell unopened bottles of wine

Event Description: Port O'Connor Farmers Market

Date(s) of Function:

January 11 -12, 2025

July 12 - 13, 2025

February 8 - 9, 2025

August 9 - 10, 2025

March 8 - 9, 2025

September 12 - 13, 2025

April 12 - 13, 2025

October 11 - 12, 2025

May 10 - 11, 2025

November 8 - 9, 2025

June 14 - 15, 2025

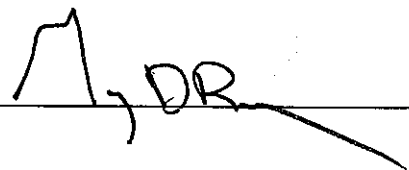
December 13 - 14, 2025

Time(s) of Function: 8 am – 12 pm

Location Address: 409 Park Avenue, Port O'Connor, TX 77982

Print Name of Property Owner: Calhoun County

Name and Title: Gary Reese, Calhoun County Commissioner Precinct 4

Signature: 

Phone Number: (361) 785-3141

08

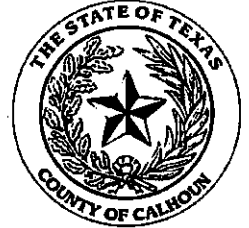
8. Consider and take necessary action to approve GLO - Certificate of Construction Completion (COCC) to the Lane Road Drainage Improvements for Calhoun County, Texas -TX GLO Contract No. 20-065-064-C 182 and authorize Commissioner Reese to sign. (GDR)

Scott Mason with G&W Engineers explained the Certificate of Construction Completion

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



December 9, 2024

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

RE: AGENDA ITEM

Dear Judge Meyer:

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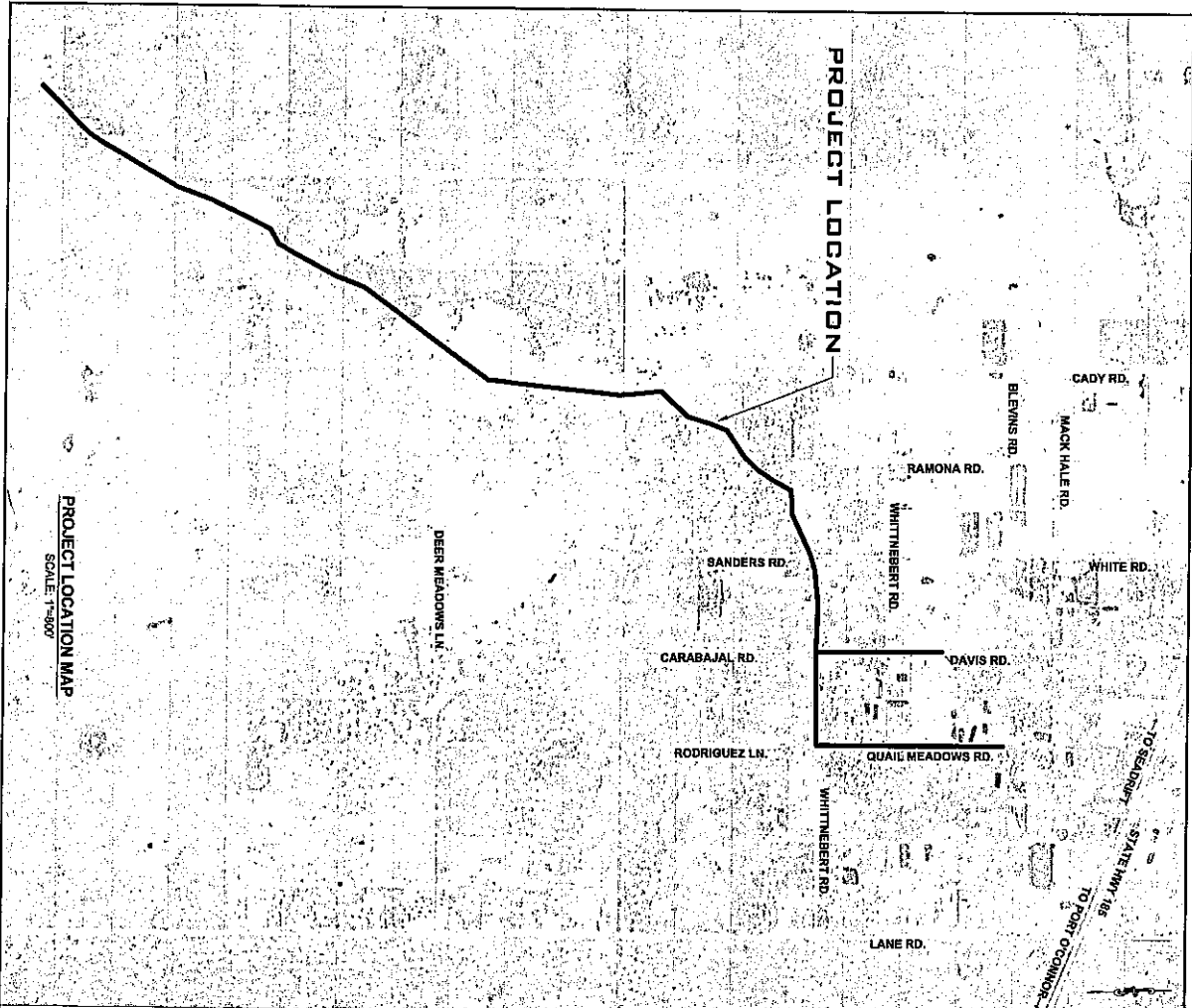
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Sincerely,

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

Gary D. Reese

GDR/at



LANE ROAD DRAINAGE IMPROVEMENTS FOR THE COUNTY OF CALHOUN, TEXAS

SEADRIFT, TEXAS 77979

FEBRUARY 2022

A PROJECT FUNDED BY THE:

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

CALHOUN COUNTY COMMISSIONER'S COURT

RICHARD H. MEYER COUNTY AUDITOR
COMMISSIONER PRECINCT #1
VERNA L. LEE COUNTY CLERK
JOEL BOHRENS COMMISSIONER PRECINCT #2
GARY REESE COMMISSIONER PRECINCT #4

DRAWING INDEX

COVER SHEET..... G1

GENERAL NOTES

SHEET LAYOUT PLAN..... C1

DITCH IMPROVEMENT PLAN..... C2

BASELINE "A"

STA. 0+00 - 15+00..... C3.1

STA. 15+00 - 30+00..... C3.2

STA. 30+00 - 45+00..... C3.3

STA. 45+00 - 60+00..... C3.4

STA. 60+00 - 75+00..... C3.5

STA. 75+00 - 90+00..... C3.6

STA. 90+00 - 105+00..... C3.7

STA. 105+00 - 120+00..... C3.8

STA. 120+00 - 135+00..... C3.9

STA. 135+00 - 150+00..... C3.10

STA. 150+00 - 165+00..... C3.11

STA. 165+00 - 187+00..... C3.12

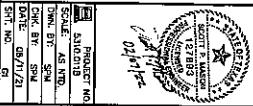
BASELINE "B"

STA. 5+00 - 15+00..... C4.13

TYP. DITCH SECTIONS & DETAILS..... C4.1

ENLARGED PLAN..... C4.1, C4.4

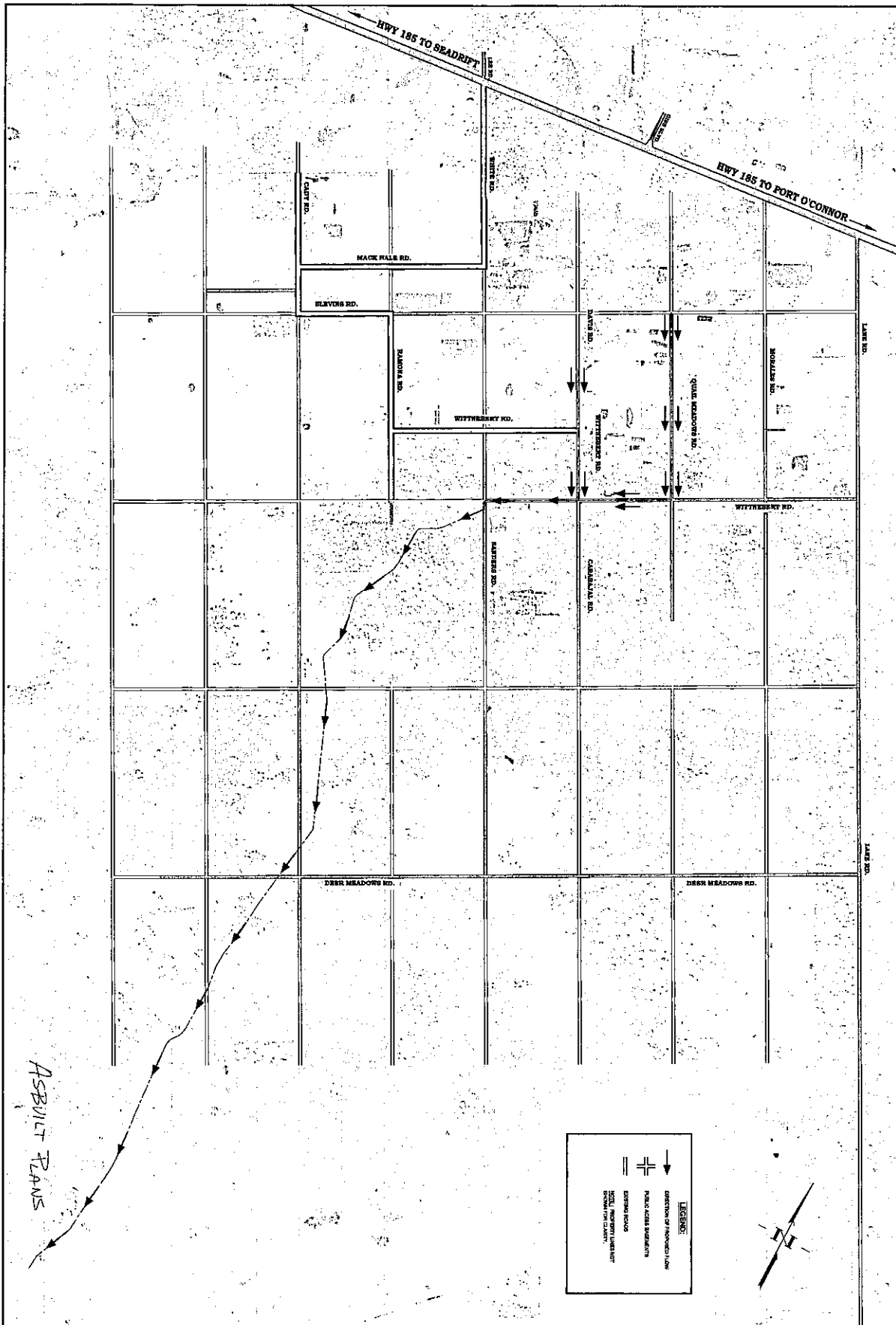
ASBUILT PLAN 12/04/2024
JTB SERVICES
G&W ENGINEERS



LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
CONTRACT #20-065-064-C182
COVER SHEET

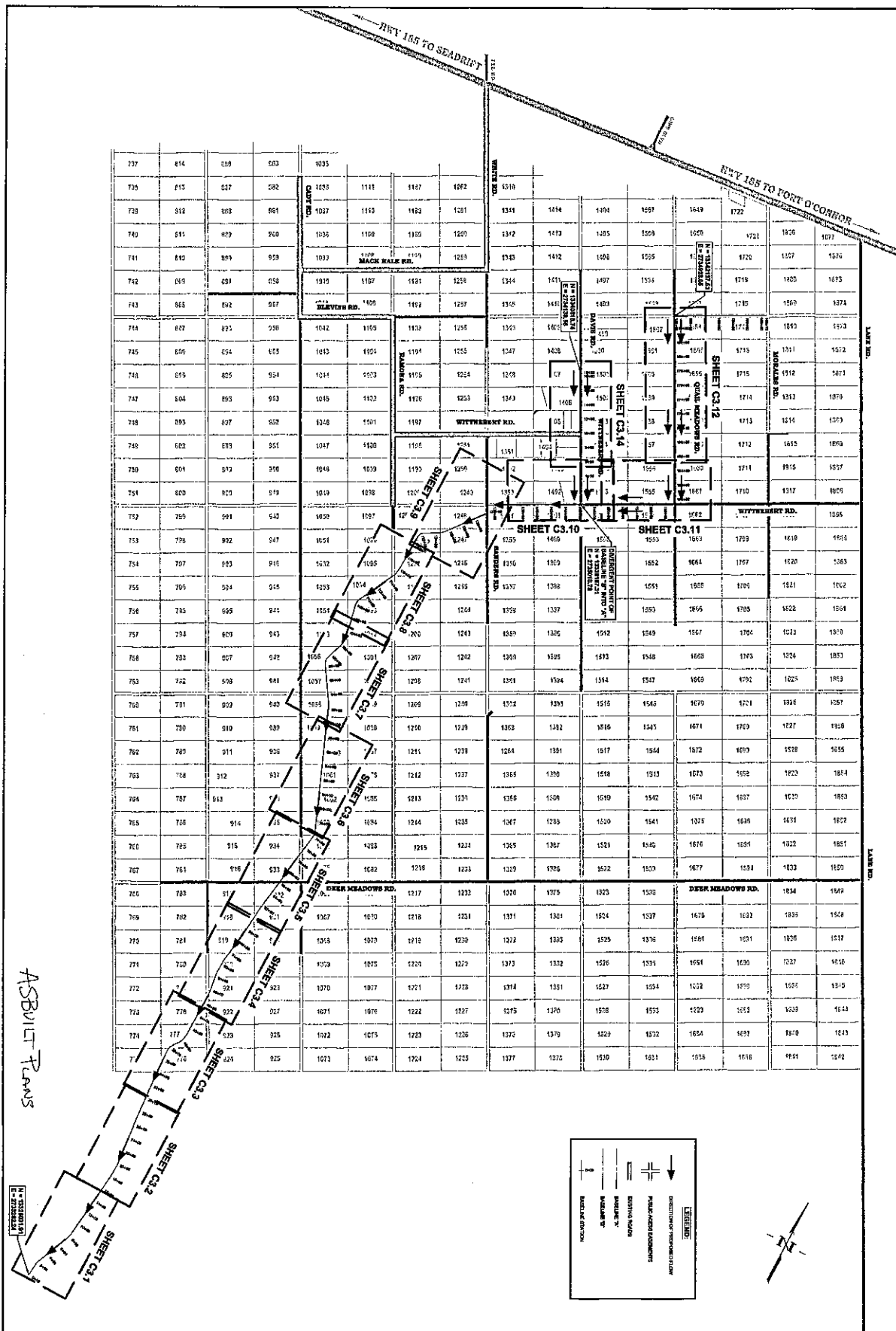
TEXAS REGISTERED ENGINEERING FIRM P-04168
G & W ENGINEERS, INC.
ENGINEERING SURVEYING PLANNING
205 W. Live Oak St., Fort Laramie, Texas 77979 (281)568-4900
1801 Yld St., Suite 250 Bay City Texas 77414 (279) 323-7100

REV.	DATE	DESCRIPTION	BY	CHK.
1	02/07/22	FOR REBID	DWG	SPM
2	09/16/21	FOR BIDDING PURPOSE ONLY	DWG	SPM
3	08/13/21	PRELIMINARY - BOX SET	DWG	SPM
4	05/11/21	PRELIMINARY - BOX SET	DWG	SPM



ASBUILT PLANS

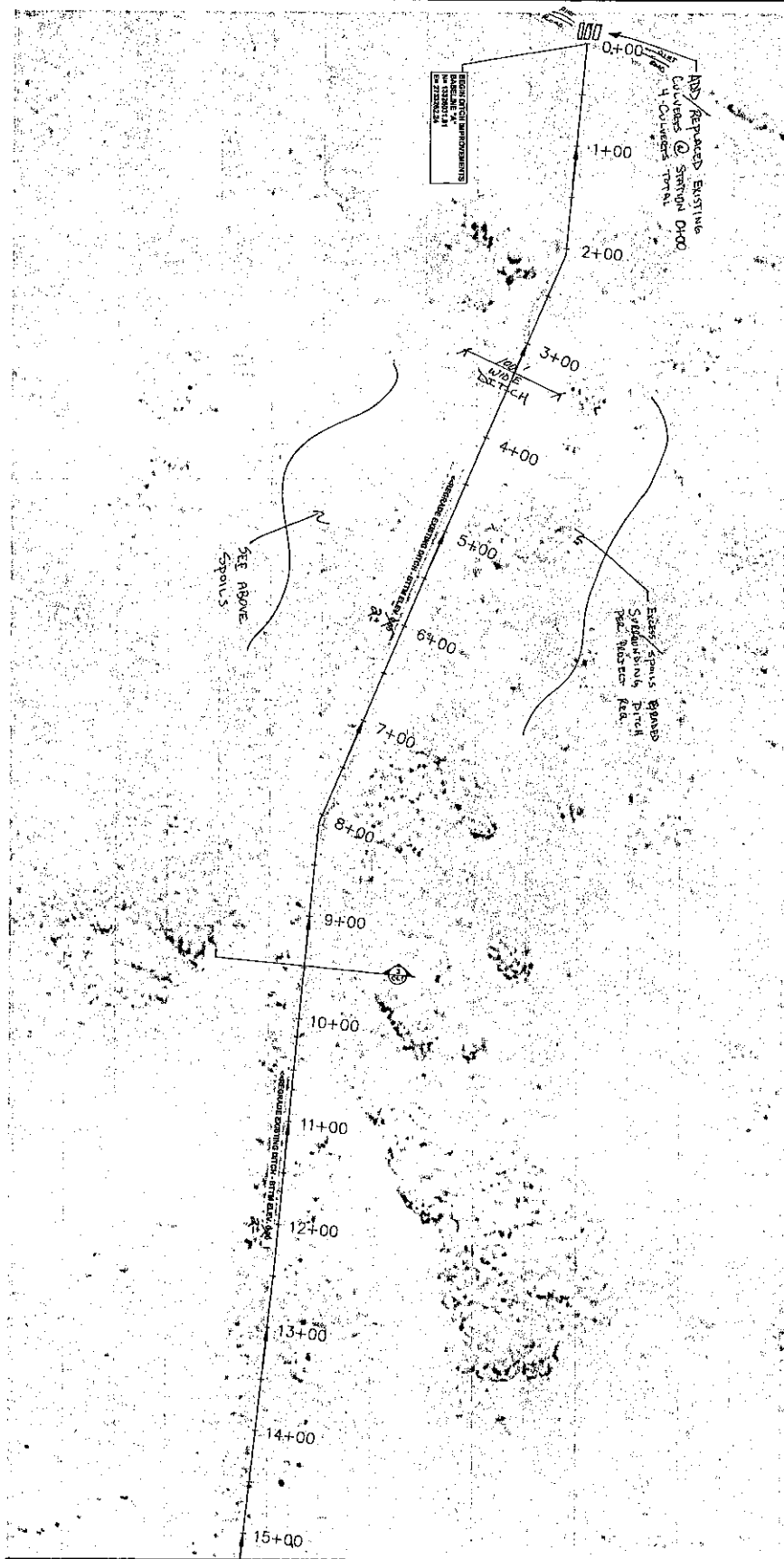
		LANE ROAD DRAINAGE CALHOUN COUNTY, TEXAS GLO-CDBG-DR CONTRACT # 20-065-064-C182 STORM FLOW DIAGRAM		Texas Registered Engineering Firm F-04196 G & W ENGINEERS, INC. ENGINEERING SURVEYING PLANNING 205 W. Live Oak St. Fort Worth, Texas 76102 (817) 552-4509 1801 7th St. Suite 200 Gay City Texas 77414 (979) 423-7100		<table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHK</th> </tr> <tr> <td>02/07/22</td> <td></td> <td>FOR REID</td> <td>DJE</td> <td>SPM</td> </tr> <tr> <td>09/16/21</td> <td></td> <td>FOR BIDDING PURPOSE ONLY</td> <td>DJE</td> <td>SPM</td> </tr> <tr> <td>06/13/21</td> <td></td> <td>PRELIMINARY - 50% SET</td> <td>DJE</td> <td>SPM</td> </tr> <tr> <td>06/11/21</td> <td></td> <td>PRELIMINARY - 60% SET</td> <td>DJE</td> <td>SPM</td> </tr> </table>		REV	DATE	DESCRIPTION	BY	CHK	02/07/22		FOR REID	DJE	SPM	09/16/21		FOR BIDDING PURPOSE ONLY	DJE	SPM	06/13/21		PRELIMINARY - 50% SET	DJE	SPM	06/11/21		PRELIMINARY - 60% SET	DJE	SPM
REV	DATE	DESCRIPTION	BY	CHK																												
02/07/22		FOR REID	DJE	SPM																												
09/16/21		FOR BIDDING PURPOSE ONLY	DJE	SPM																												
06/13/21		PRELIMINARY - 50% SET	DJE	SPM																												
06/11/21		PRELIMINARY - 60% SET	DJE	SPM																												



ASBUILT PLANS

		LANE ROAD DRAINAGE CALHOUN COUNTY, TEXAS GLO-CDBG-DR CONTRACT # 20-065-064-C182 SHEET LAYOUT PLAN		Texas Registered Engineering Firm F-04128 G & W ENGINEERS, INC. 205 N. Live Oak St. Fort Worth, Texas 76102 (817) 502-4500 1801 7th St., Suite 200 Bay City Texas 77414 (979) 369-7700		<table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHK.</th> </tr> <tr> <td>02/01/22</td> <td></td> <td>FOR REBID</td> <td>DJC</td> <td>SPM</td> </tr> <tr> <td>09/16/21</td> <td></td> <td>FOR BIDDING PURPOSE ONLY</td> <td>DJC</td> <td>SPM</td> </tr> <tr> <td>06/13/21</td> <td></td> <td>PRELIMINARY - 50% SET</td> <td>DJC</td> <td>SPM</td> </tr> <tr> <td>06/11/21</td> <td></td> <td>PRELIMINARY - 50% SET</td> <td>DJC</td> <td>SPM</td> </tr> </table>		REV.	DATE	DESCRIPTION	BY	CHK.	02/01/22		FOR REBID	DJC	SPM	09/16/21		FOR BIDDING PURPOSE ONLY	DJC	SPM	06/13/21		PRELIMINARY - 50% SET	DJC	SPM	06/11/21		PRELIMINARY - 50% SET	DJC	SPM
REV.	DATE	DESCRIPTION	BY	CHK.																												
02/01/22		FOR REBID	DJC	SPM																												
09/16/21		FOR BIDDING PURPOSE ONLY	DJC	SPM																												
06/13/21		PRELIMINARY - 50% SET	DJC	SPM																												
06/11/21		PRELIMINARY - 50% SET	DJC	SPM																												

BASELINE "A" STA. 0+00 - 15+00



MATCH SHEET C3.2

NOTE:
SEE PROPOSED TYPICAL SECTIONS SHEET C4.1
FOR PROPOSED ELEVATIONS OF CONSTRUCTION.

PROJECT NO. 17283
SCALE: AS SHOWN
DATE: 09/11/2021
SHEET NO. C3.1



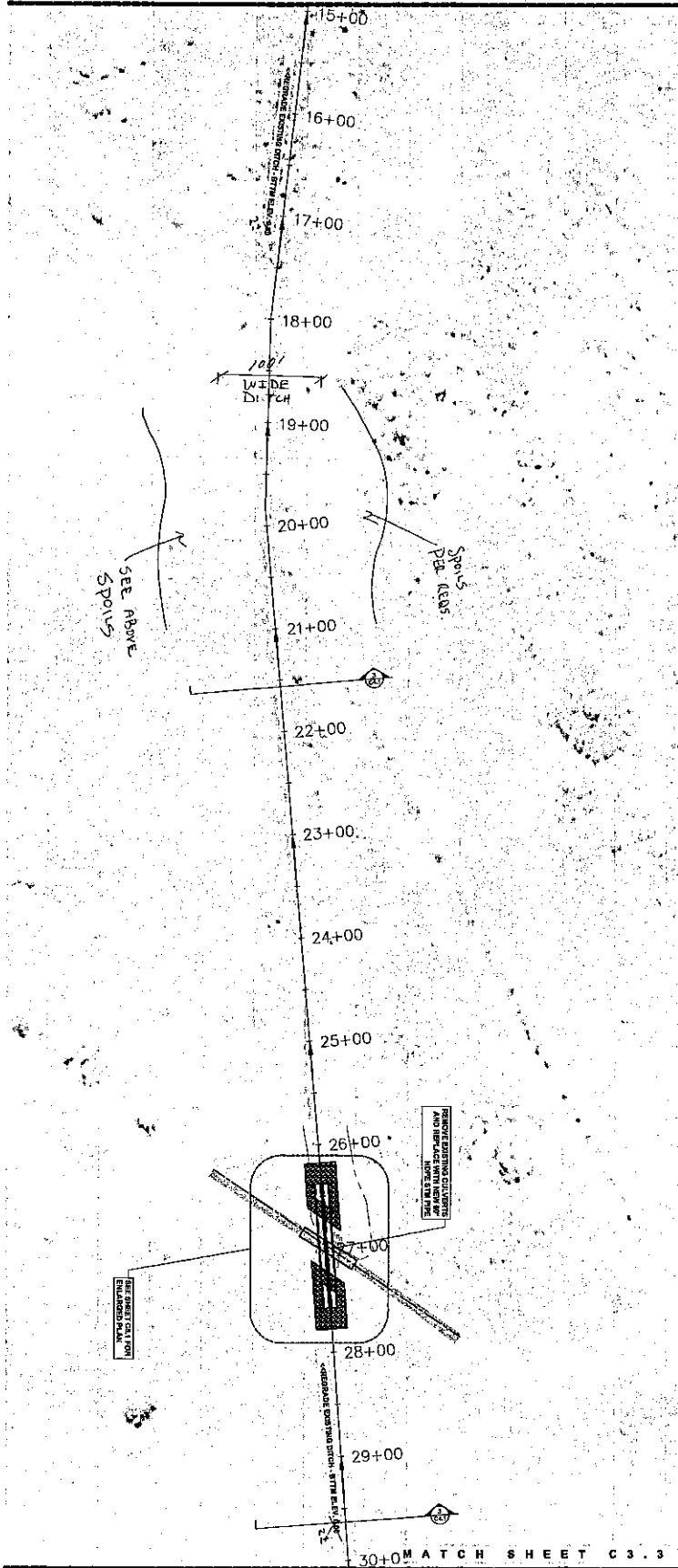
LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
DITCH IMPROVEMENTS PLAN
0+00 - 15+00 BASE "A"

Texas Registered Engineering Firm P-04185
G & W ENGINEERS, INC.
205 W. Live Oak St., Fort Worth, Texas 76102 (817) 562-4500
2801 11th St., Suite 200 Bay City Texas 77414 (817) 525-7100

REV	DATE	DESCRIPTION	BY	CHK.
01/22/22		PER ADDENDUM #2	DJS	SPM
02/07/22		FOR REBID	DJS	SPM
09/16/21		FOR BIDDING PURPOSE ONLY	DJS	SPM
08/13/21		PRELIMINARY - 90% SET	DJS	SPM
05/11/21		PRELIMINARY - 60% SET	DJS	SPM

MATCH SHEET C3.1

BASELINE "A" STA. 15+00 - 30+00



NOTE:
SEE PROPOSED TYPICAL SECTIONS SHEET C4.1
FOR PROPOSED DITCHES OF CONSTRUCTION.

PROJECT NO.	17748
DATE	06/11/2021
BY	SPM
CHECK BY	SPM
DATE	06/11/2021
BY	SPM
DATE	06/11/2021
BY	SPM



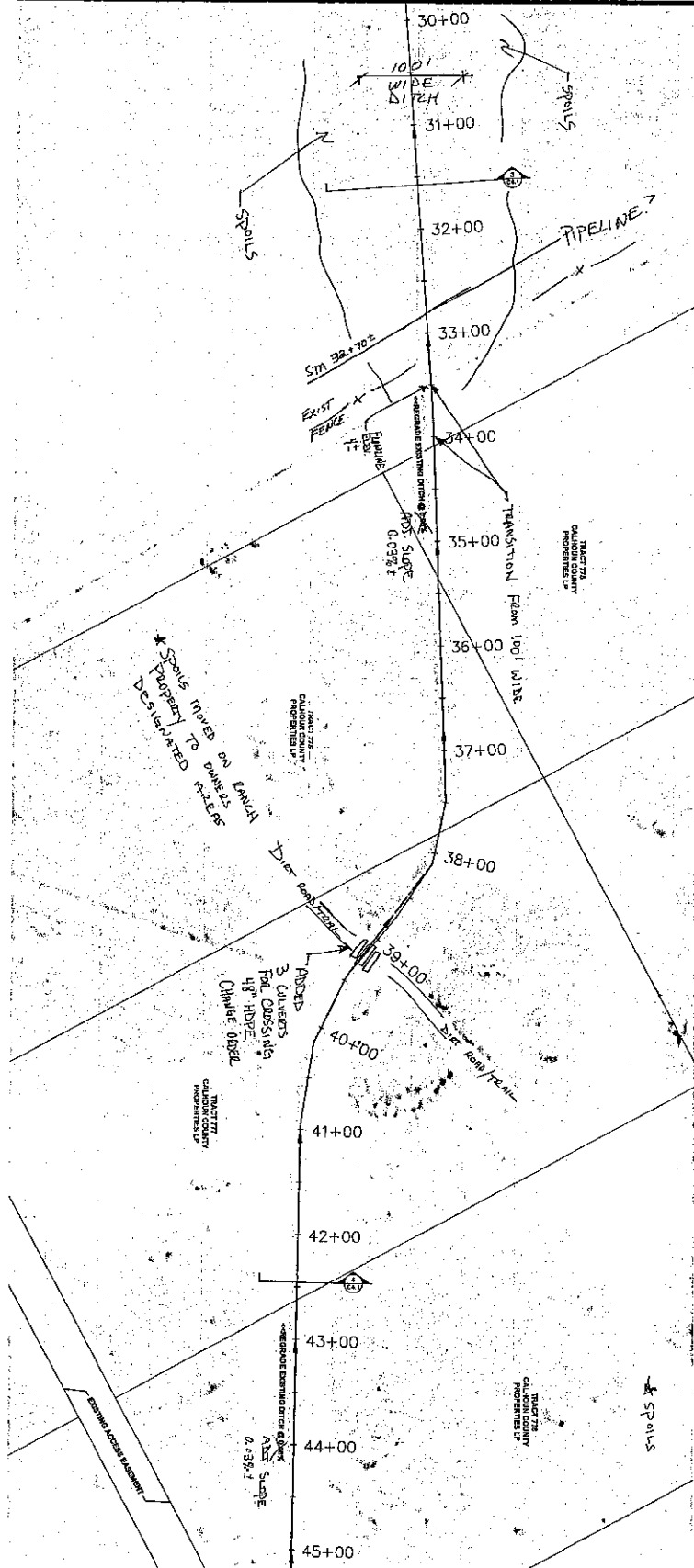
LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
DITCH IMPROVEMENTS PLAN
15+00 - 30+00 BASE "A"

Texas Registered Engineering Firm P-04180
G & W ENGINEERS, INC.
200 W. Live Oak St. Fort Worth, Texas 76102 (817) 552-4500
1801 7th St., Suite 200 Bay City Texas 77414 (979) 825-7100

REV.	DATE	DESCRIPTION	BY	CHK.
03/28/22		PER ADDENDUM #2	DJO	SPM
02/07/22		FOR REBO	DJO	SPM
05/16/21		FOR BIDDING PURPOSE ONLY	DJO	SPM
05/13/21		PRELIMINARY - 60% SET	DJO	SPM
06/11/21		PRELIMINARY - 60% SET	DJO	SPM

MATCH SHEET C3.2

BASELINE "A" STA. 30+00 - 45+00



MATCH SHEET C3.4

ASBUILT PLANS

NOTE:
SEE PROPOSED TYPICAL SECTION SHEET C4
FOR PROPOSED EXTENT OF CONSTRUCTION

PROJECT NO.
SCALE: 1"=40'
DRAWN BY: DSG
CHKD BY: SSM
DATE: 06/11/2023
SHEET NO. C3.3



LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
DITCH IMPROVEMENTS PLAN
30+00 - 45+00 BASE "A"

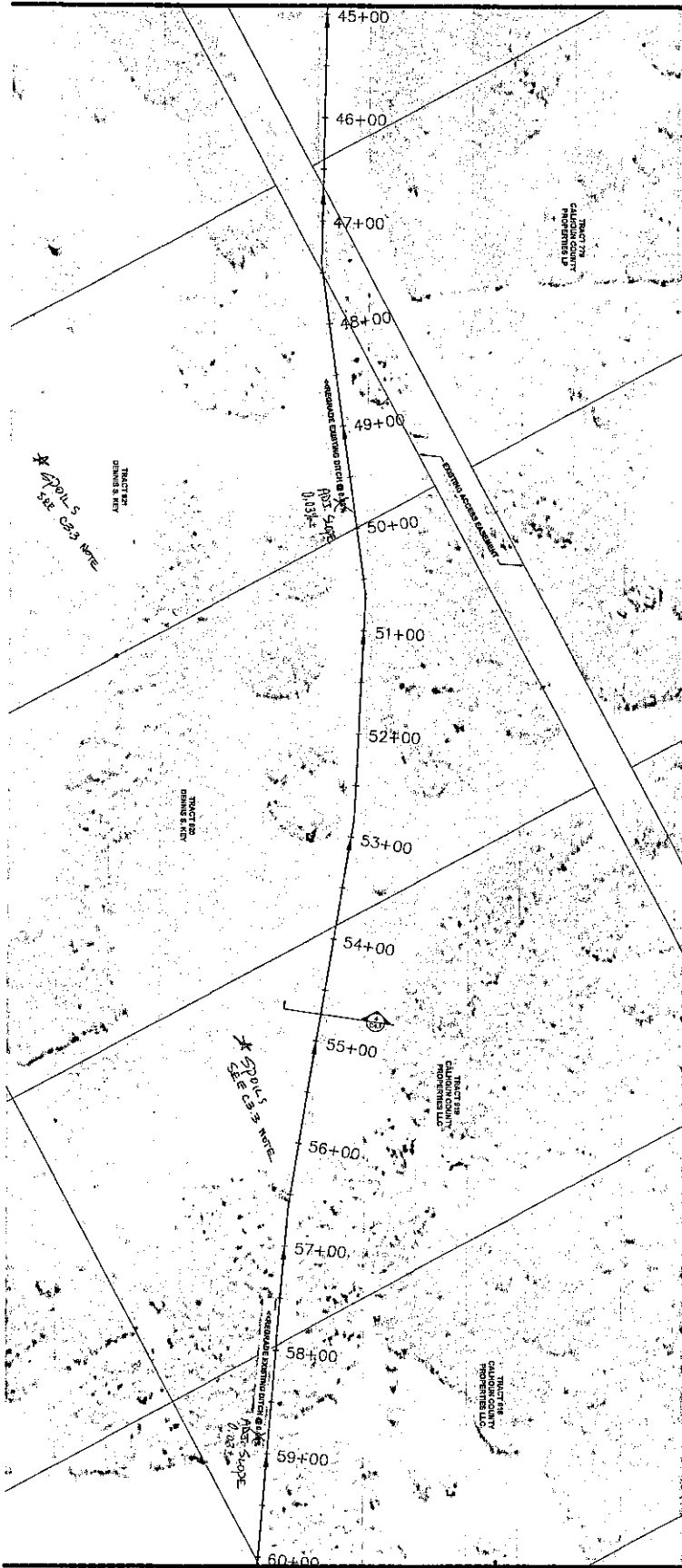
G & W ENGINEERS, INC.
205 W. 12th St. Suite 250 Bay City Texas 77414 (979) 325-7100
SURVEYING PLANNING

03/28/23	PER ADDENDUM #2	DJO	SPM
02/07/23	FOR REBID	DJO	SPM
06/16/21	FOR BIDDING PURPOSE ONLY	DJO	SPM
08/15/21	PRELIMINARY - BOX SET	DJO	SPM
06/11/21	PRELIMINARY - BOX SET	DJO	SPM
REV.	DATE	DESCRIPTION	BY

MATCH SHEET C3.3

BASELINE "A" STA. 45+00 - 60+00

ASBUILT PANS



MATCH SHEET C3.5

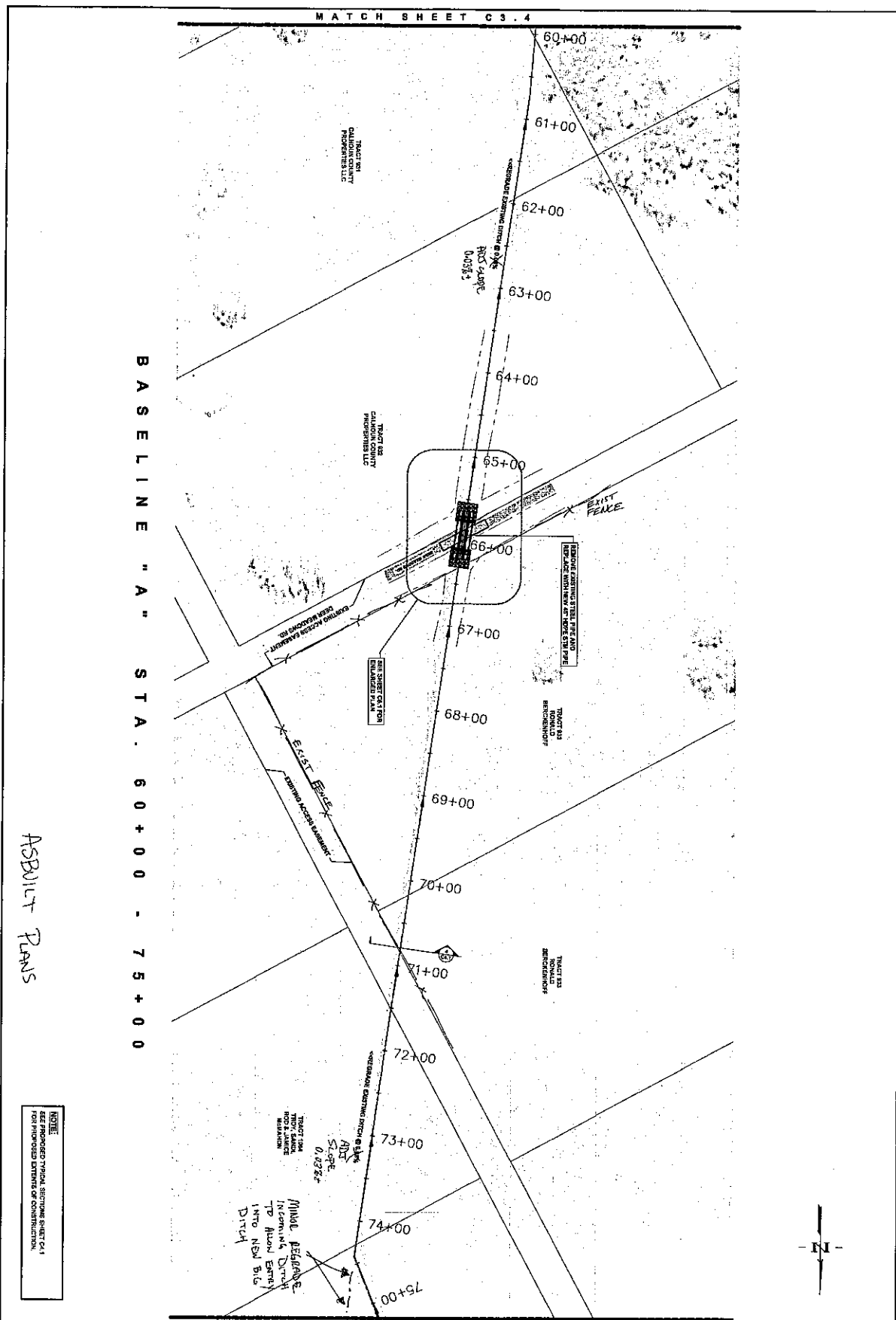
NOTE:
SEE PROPOSED TYPICAL SECTION SHEET C4.
FOR PROPOSED DRAINAGE CONSTRUCTION.

PROJECT NO. 17250
SCALE: 1" = 40'
DATE: 09/11/2021
SHEET NO. C3.4

LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
DITCH IMPROVEMENTS PLAN
45+00 - 60+00 BASE "A"

G & W ENGINEERS, INC.
206 W. Live Oak St., Fort Worth, Texas 76102 (817) 552-4200
1801 7th St., Suite 200 Bay City Texas 77414 (979) 325-7100

REV.	DATE	DESCRIPTION	BY	CHK.
02/07/22		FOR REBID	DJO	SPM
02/16/21		FOR BIDDING PURPOSE ONLY	DJO	SPM
02/13/21		PRELIMINARY - 60% SET	DJO	SPM
06/11/21		PRELIMINARY - 60% SET	DJO	SPM



ASBUILT PLANS

NOTE:
SEE PROJECT MANUAL SECTION 0105.01
FOR PROPOSED MATERIALS OF CONSTRUCTION.

		LANE ROAD DRAINAGE CALHOUN COUNTY, TEXAS GLO-CDBG-DR DITCH IMPROVEMENTS PLAN 60+00 - 75+00 BASE "A"		Texas Registered Engineering Firm P-04188 G & W ENGINEERS, INC. SURVEYING PLANNING 205 W. 1st St. Ft. Worth, Texas 76102 (817) 552-4500 1801 W. 1st St., Suite 200 Fort Worth, Texas 76104 (817) 552-7100		<table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHK.</th> </tr> <tr> <td>02/07/22</td> <td></td> <td>FOR REID</td> <td>DJO</td> <td>SPM</td> </tr> <tr> <td>09/16/21</td> <td></td> <td>FOR BIDDING PURPOSE ONLY</td> <td>DJO</td> <td>SPM</td> </tr> <tr> <td>08/13/21</td> <td></td> <td>PRELIMINARY - 80% SET</td> <td>DJO</td> <td>SPM</td> </tr> <tr> <td>05/11/21</td> <td></td> <td>PRELIMINARY - 80% SET</td> <td>DJO</td> <td>SPM</td> </tr> </table>		REV.	DATE	DESCRIPTION	BY	CHK.	02/07/22		FOR REID	DJO	SPM	09/16/21		FOR BIDDING PURPOSE ONLY	DJO	SPM	08/13/21		PRELIMINARY - 80% SET	DJO	SPM	05/11/21		PRELIMINARY - 80% SET	DJO	SPM
REV.	DATE	DESCRIPTION	BY	CHK.																												
02/07/22		FOR REID	DJO	SPM																												
09/16/21		FOR BIDDING PURPOSE ONLY	DJO	SPM																												
08/13/21		PRELIMINARY - 80% SET	DJO	SPM																												
05/11/21		PRELIMINARY - 80% SET	DJO	SPM																												

MATCH SHEET C3.5

BASELINE "A" STA. 75+00 - 90+00

ASBUILT PLANS

NOTE:
SEE PROPOSED TYPICAL SECTION SHEET C4.1
FOR PROPOSED EXISTING OF CONSTRUCTION.

MATCH SHEET C3.7

LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
DITCH IMPROVEMENTS PLAN
75+00 - 90+00 BASE "A"

Texas Registered Engineering Firm P-04158
G & W ENGINEERS, INC.
ENGINEERING SURVEYING PLANNING
205 W. Live Oak St. Fort Worth, Texas 76102 (817) 552-4500
1201 7th St., Suite 200 Bay City Texas 77414 (979) 883-7100

REV.	DATE	DESCRIPTION	BY	CHK.
1	02/07/22	FOR REBID	DJD	SPM
2	06/16/21	FOR BIDDING PURPOSE ONLY	DJD	SPM
3	06/13/21	PRELIMINARY - 60% SET	DJD	SPM
4	06/11/21	PRELIMINARY - 60% SET	DJD	SPM

PROJECT NO.
SHEET NO.
DATE: 06/11/2021
SHEET NO. C3.5



02/07/22	FOR REGID	OJC	SPM
02/10/21	FOR BIDDING PURPOSE ONLY	OJC	SPM
08/13/21	PRELIMINARY - 80% SET	OJC	SPM
06/11/21	PRELIMINARY - 50% SET	RY	CHK

BASELINE "A" STA. 136+00 - 150+00
BASELINE "B" STA. 0+00 - 5+00

ASBUILT PLANS

NOTE:
SEE PROPOSED TYPICAL SECTIONS SHEET C4.1
FOR PROPOSED EXTENTS OF CONSTRUCTION.

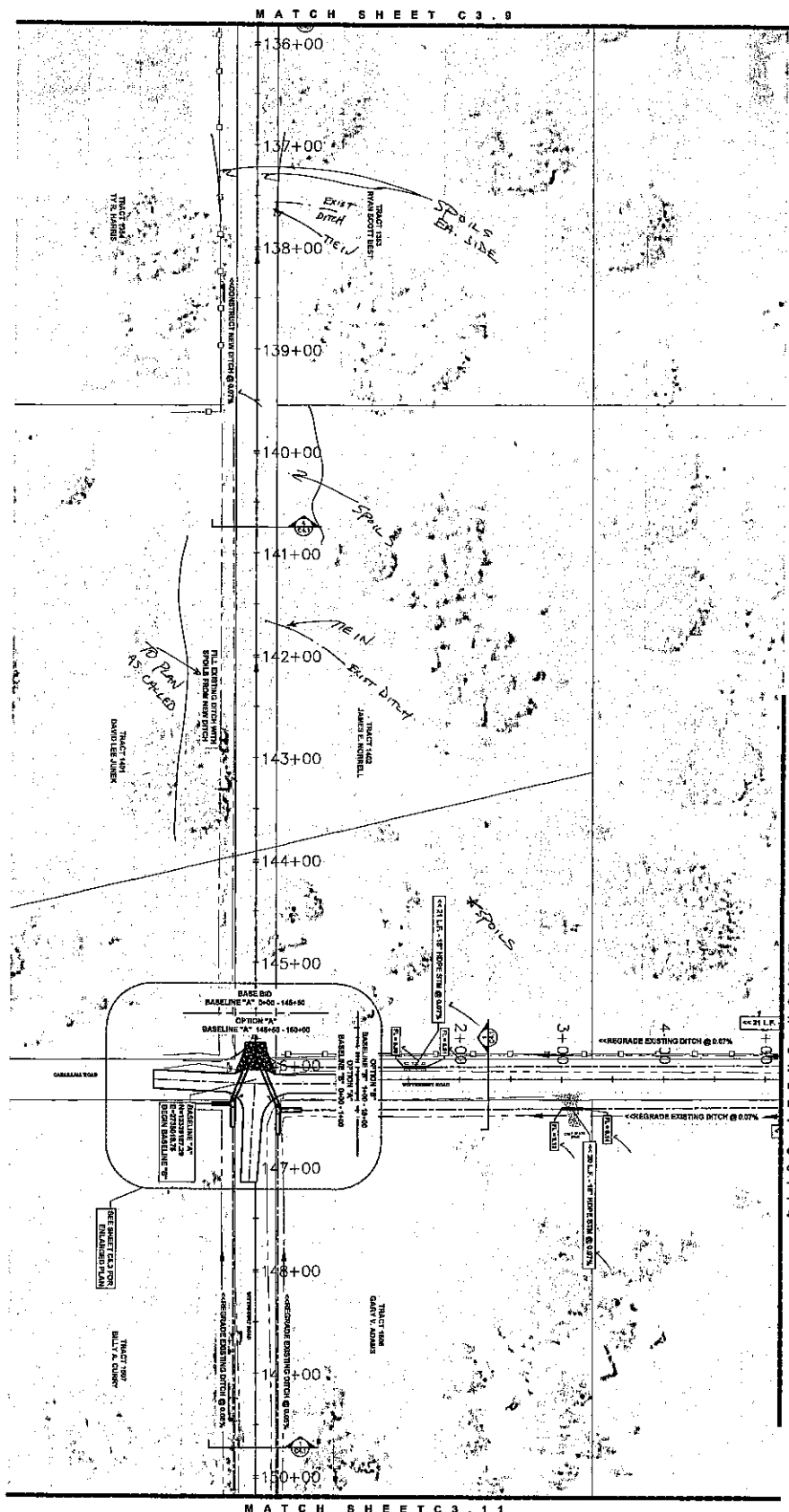
PROJECT NO.	217887
SHEET NO.	217887
DATE	06/17/2021
BY	CHS
CHK	CHS
APP	CHS



LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
DITCH IMPROVEMENTS PLAN
136+00 - 150+00 BASE "A"

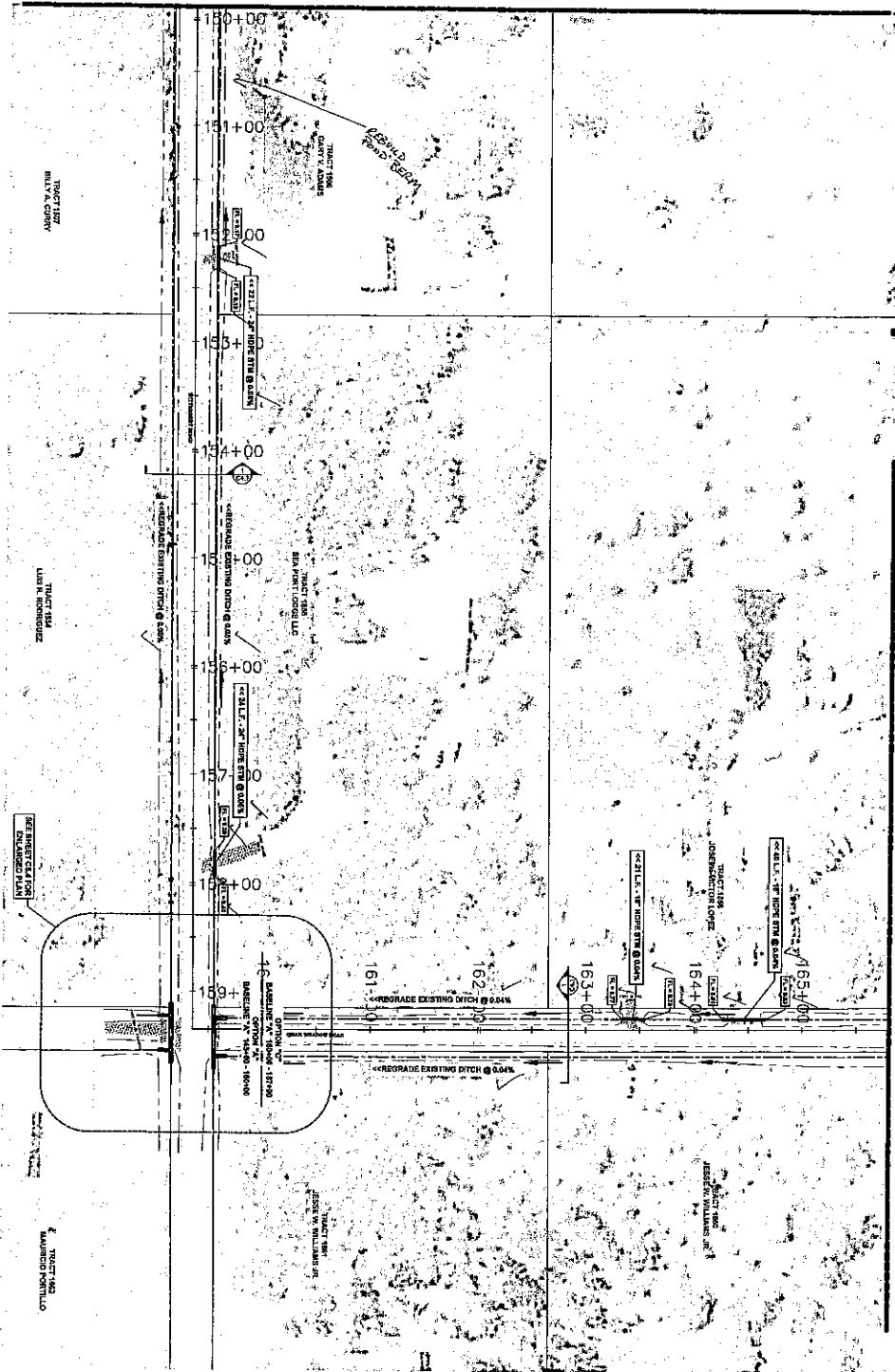
G & W ENGINEERS, INC.
205 W. Live Oak St. Fort Lamar, Texas 77979 (817) 552-4500
1001 7th St., Suite 250 Bay City Texas 77416 (979) 302-7100

05/26/22	PER ADDENDUM #2	DJS	SPM
02/02/22	FOR RECD	DJS	SPM
09/16/21	FOR BIDDING PURPOSE ONLY	DJS	SPM
08/11/21	PRELIMINARY - 90% SET	DJS	SPM
06/11/21	PRELIMINARY - 60% SET	DJS	SPM
REV.	DATE	DESCRIPTION	BY

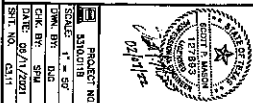


BASELINE "A" STA. 150+00 - 165+00

ASBUILT PLANS



NOTE:
SEE PROPOSED TYPICAL SECTIONS SHEET CA-1
FOR PROPOSED EXTENTS OF CONSTRUCTION.



LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
DITCH IMPROVEMENTS PLAN
150+00 - 165+00 BASE "A"

TEXAS Registered Engineering Firm F-04182

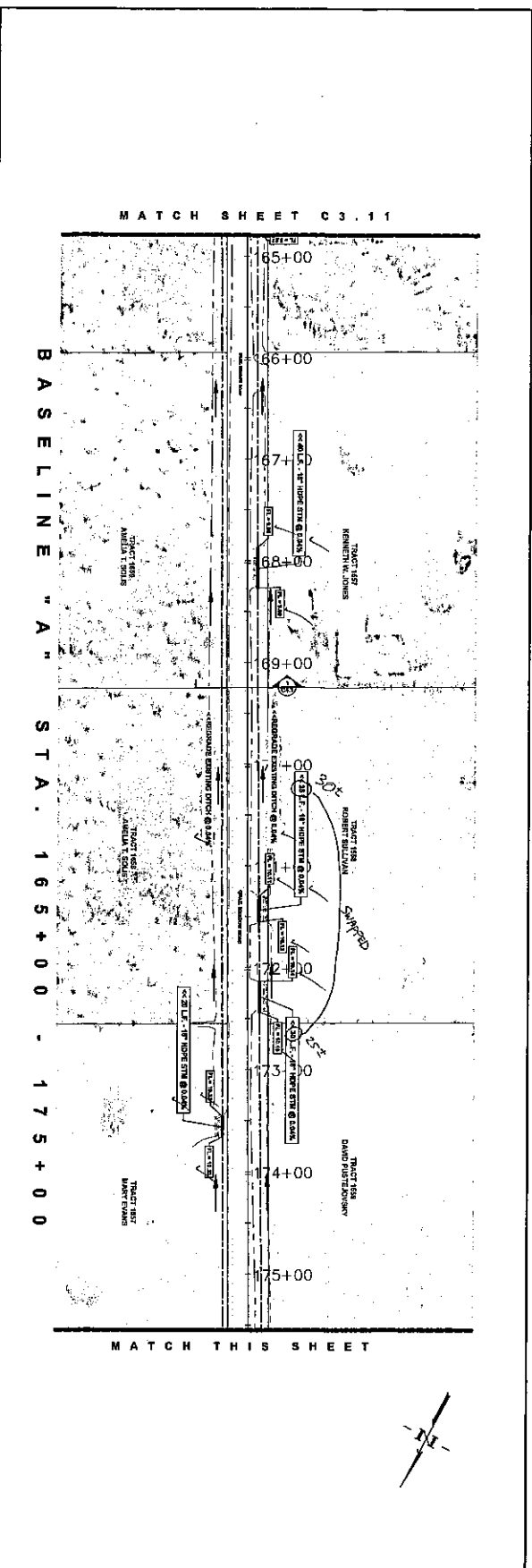
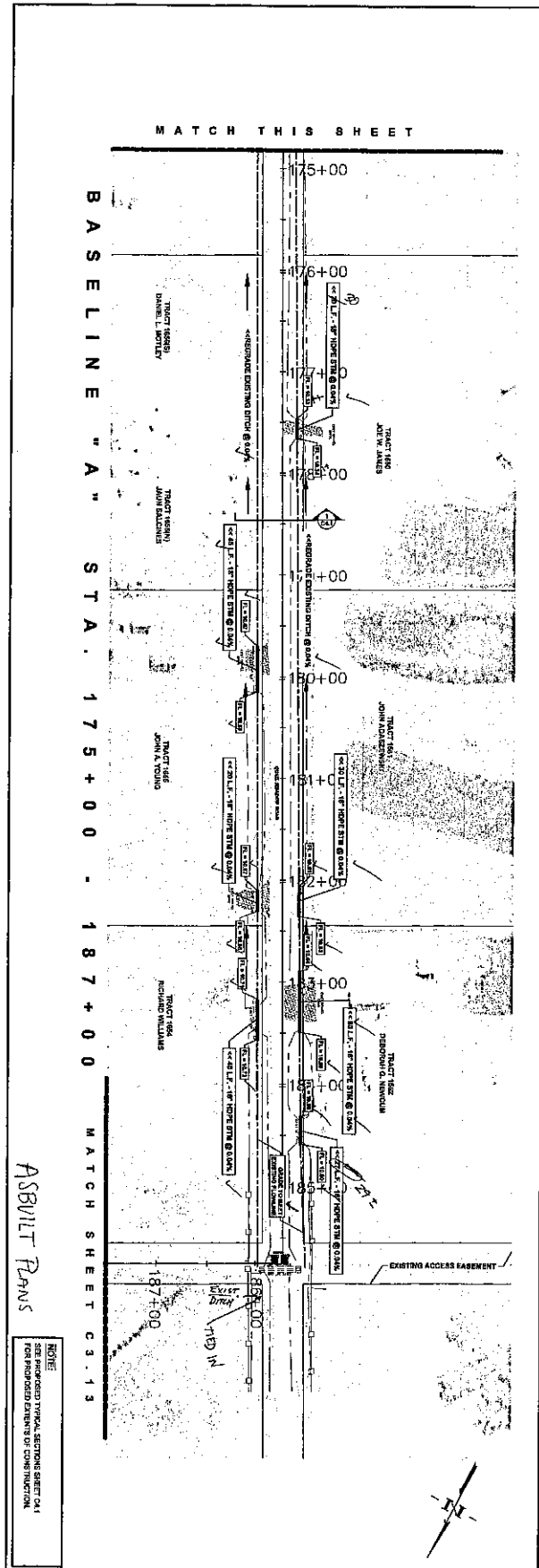
G & W ENGINEERS, INC.

ENGINEERING	SURVEYING	PLANNING

205 W. Live Oak St. Fort LIVINGSTON, TEXAS 77979 (817)552-4506

1801 7th St., Suite 200 Bay City TEXAS 77414 (979) 363-7100

△				
△	02/07/22	FOR REBID	DJG	SPM
△	09/16/21	FOR BIDDING PURPOSE ONLY	DJG	SPM
△	08/13/21	PRELIMINARY - 90% SET	DJG	SPM
△	08/11/21	PRELIMINARY - 60% SET	DJG	SPM
REV.	DATE	DESCRIPTION	BY	CHK.



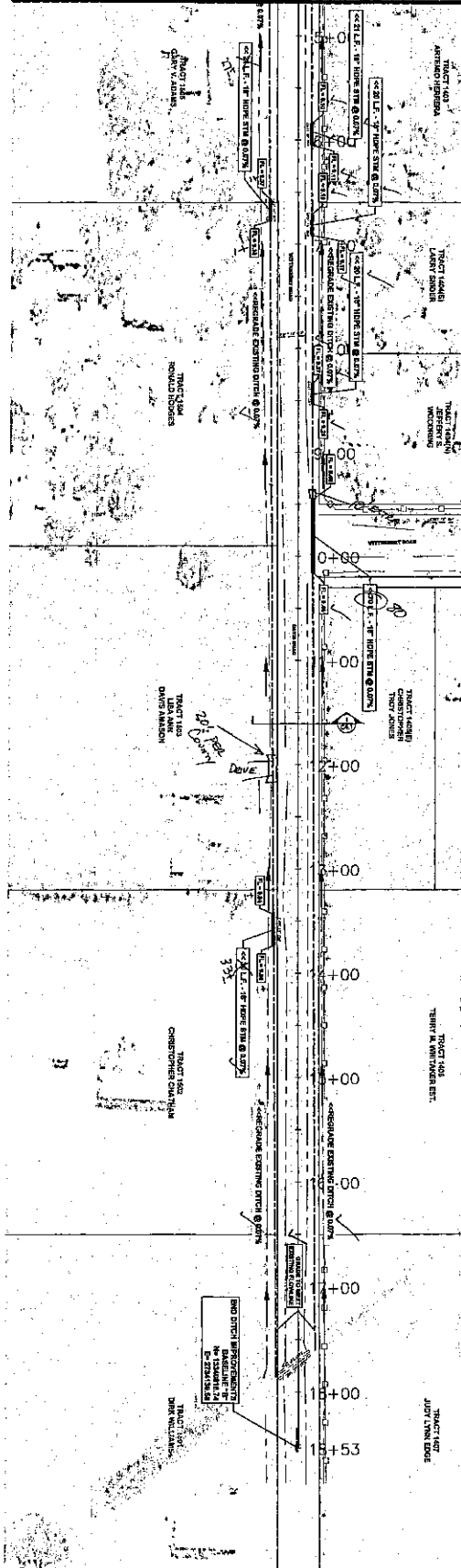
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DATE 06/11/21		BY CHK		DATE 06/11/21		BY CHK		DATE 06/11/21	
DATE 06/11/21		BY CHK		DATE 06/11/21		BY CHK		DATE 06/11/21	
DATE 06/11/21		BY CHK		DATE 06/11/21		BY CHK		DATE 06/11/21	

LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
DITCH IMPROVEMENTS PLAN
155+00 - 187+00 BASE "A"

Texas Registered Engineering Firm P-04185
G & W ENGINEERS, INC.
200 W. Live Oak St. Fort Worth, Texas 76102 (817) 552-4500
1901 7th St., Suite 200 Bay City Texas 77414 (979) 083-7100

REV.	DATE	DESCRIPTION	BY	CHK
01	02/07/22	FOR REBID	DJO	SPM
02	06/16/21	FOR BIDDING PURPOSE ONLY	DJO	SPM
03	06/13/21	PRELIMINARY - BOX SET	DJO	SPM
04	06/11/21	PRELIMINARY - BOX SET	DJO	SPM

BASELINE "B" STA. 5+00 - 18+53



ASBUILT Plans

NOTE:
SEE PROPOSED TYPICAL SECTION SHEET C4.1
FOR PROPOSED EXTENTS OF CONSTRUCTION.

PROJECT NO. 2017-01

SCALE: 1" = 40'

DRAWN BY: DJS

CHECK BY: SPW

DATE: 08/11/2017

SHEET NO. C3.1

LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
DITCH IMPROVEMENTS PLAN
5+00 - 18+53 BASE "B"

Texas Registered Engineering Firm P-04186

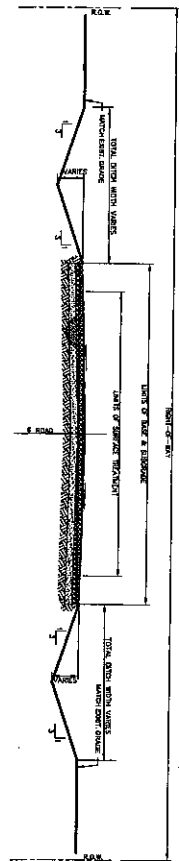
G & W ENGINEERS, INC.

ENGINEERING **PLANNING**

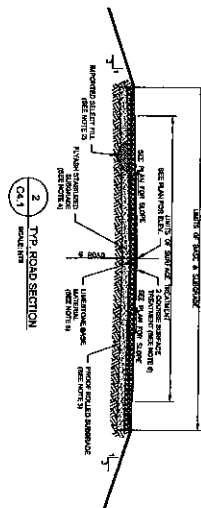
200 W. Live Oak St. Fort Worth, Texas 76102 (817) 552-4500

1801 7th St., Suite 200 Fort Worth, Texas 76114 (817) 323-7100

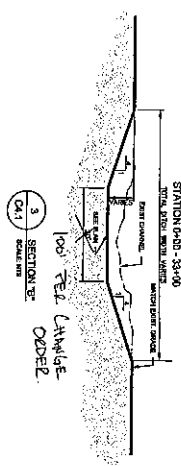
REV.	DATE	DESCRIPTION	BY	CHK.
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09/16/21		FOR BIDDING PURPOSE ONLY	DJS	SPW
08/13/21		PRELIMINARY - 90% SET	DJS	SPW
08/11/21		PRELIMINARY - 60% SET	DJS	SPW



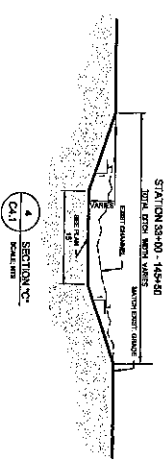
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SCALE: 1"=10'



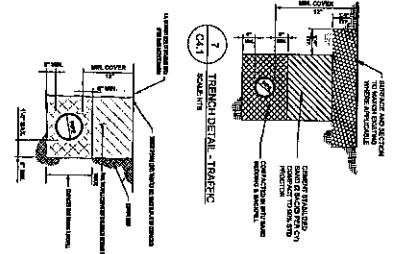
2 TYP. ROAD SECTION
SCALE: 1"=10'



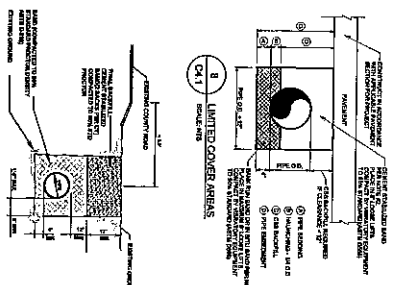
3 SECTION 'C'
SCALE: 1"=10'



4 SECTION 'D'
SCALE: 1"=10'



5 TRENCH DETAIL - TRAFFIC
SCALE: 1"=10'

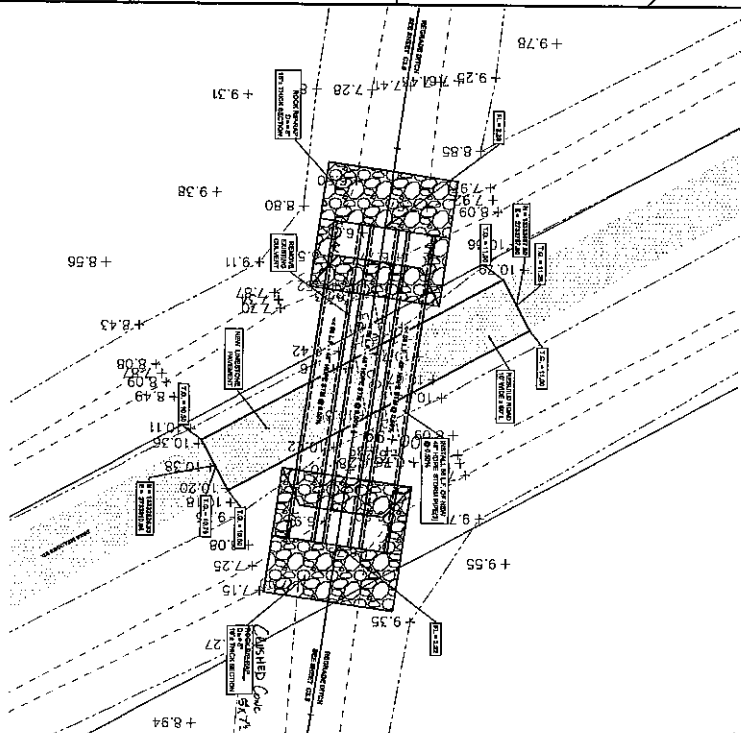
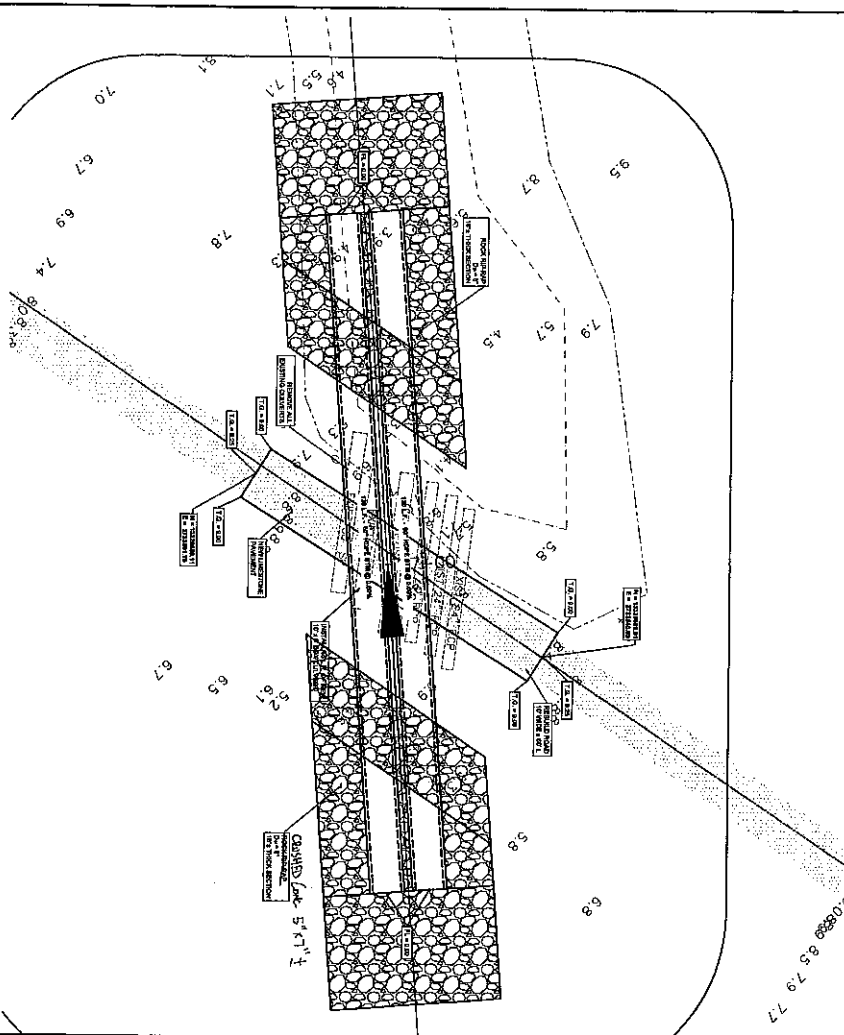


6 TRENCH DETAIL - ROAD EDGE
SCALE: 1"=10'

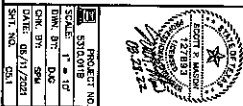
PAVEMENT GENERAL NOTES

1. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS PAVEMENT DESIGN MANUAL, 1997, AND THE LATEST EDITION OF THE TEXAS ROAD DESIGN MANUAL, 1997.
2. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS PAVEMENT DESIGN MANUAL, 1997, AND THE LATEST EDITION OF THE TEXAS ROAD DESIGN MANUAL, 1997.
3. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS PAVEMENT DESIGN MANUAL, 1997, AND THE LATEST EDITION OF THE TEXAS ROAD DESIGN MANUAL, 1997.
4. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS PAVEMENT DESIGN MANUAL, 1997, AND THE LATEST EDITION OF THE TEXAS ROAD DESIGN MANUAL, 1997.
5. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS PAVEMENT DESIGN MANUAL, 1997, AND THE LATEST EDITION OF THE TEXAS ROAD DESIGN MANUAL, 1997.
6. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS PAVEMENT DESIGN MANUAL, 1997, AND THE LATEST EDITION OF THE TEXAS ROAD DESIGN MANUAL, 1997.
7. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS PAVEMENT DESIGN MANUAL, 1997, AND THE LATEST EDITION OF THE TEXAS ROAD DESIGN MANUAL, 1997.
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9. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS PAVEMENT DESIGN MANUAL, 1997, AND THE LATEST EDITION OF THE TEXAS ROAD DESIGN MANUAL, 1997.
10. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS PAVEMENT DESIGN MANUAL, 1997, AND THE LATEST EDITION OF THE TEXAS ROAD DESIGN MANUAL, 1997.

ASBUILT PLANS



ASBUILT PLANS



LANE ROAD DRAINAGE
CALHOUN COUNTY, TEXAS
GLO-CDBG-DR
DITCH IMPROVEMENTS PLAN
ENLARGED PLANS

Texas Registered Engineering Firm T-04158

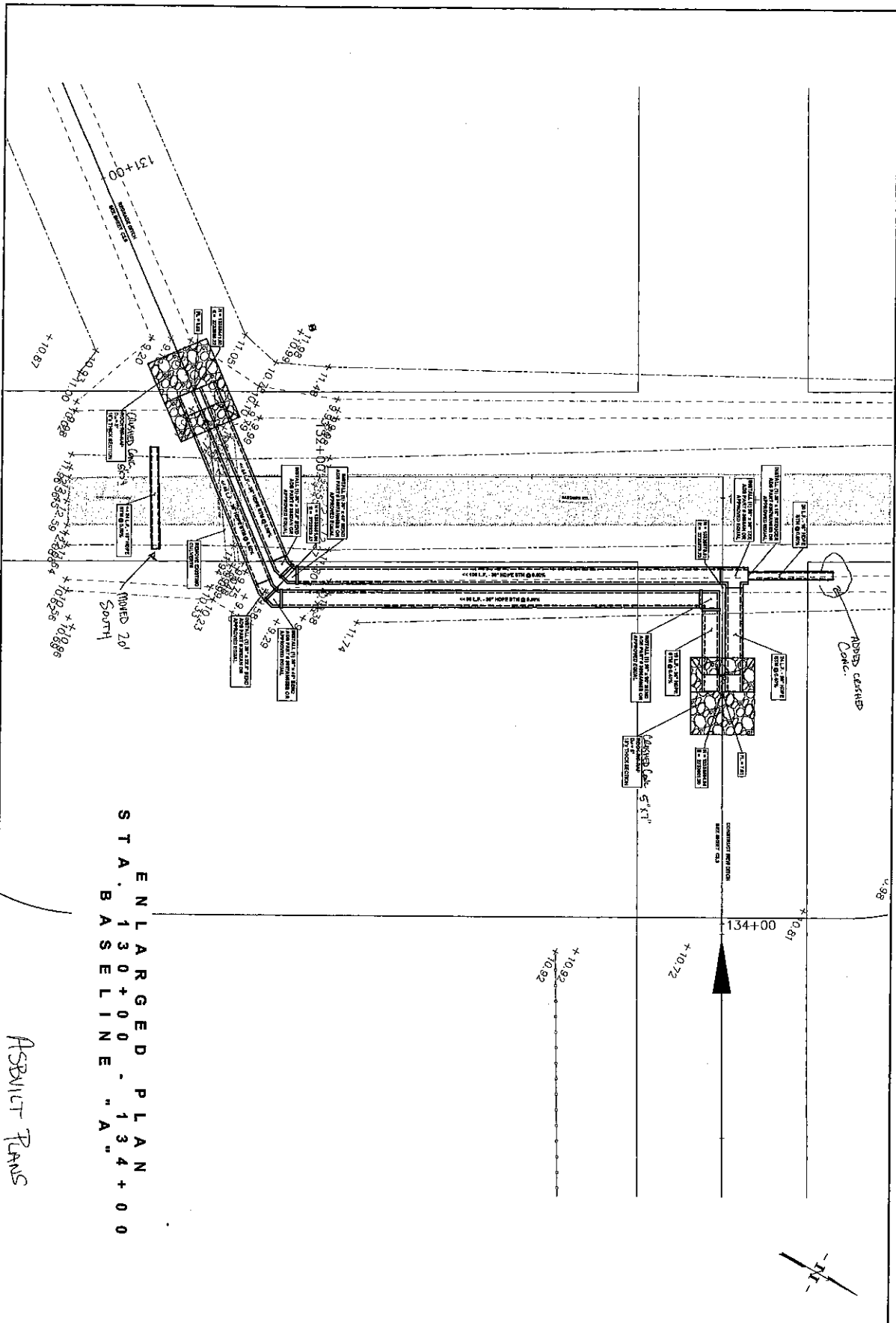
G & W ENGINEERS, INC.

ENGINEERING SURVEYING PLANNING

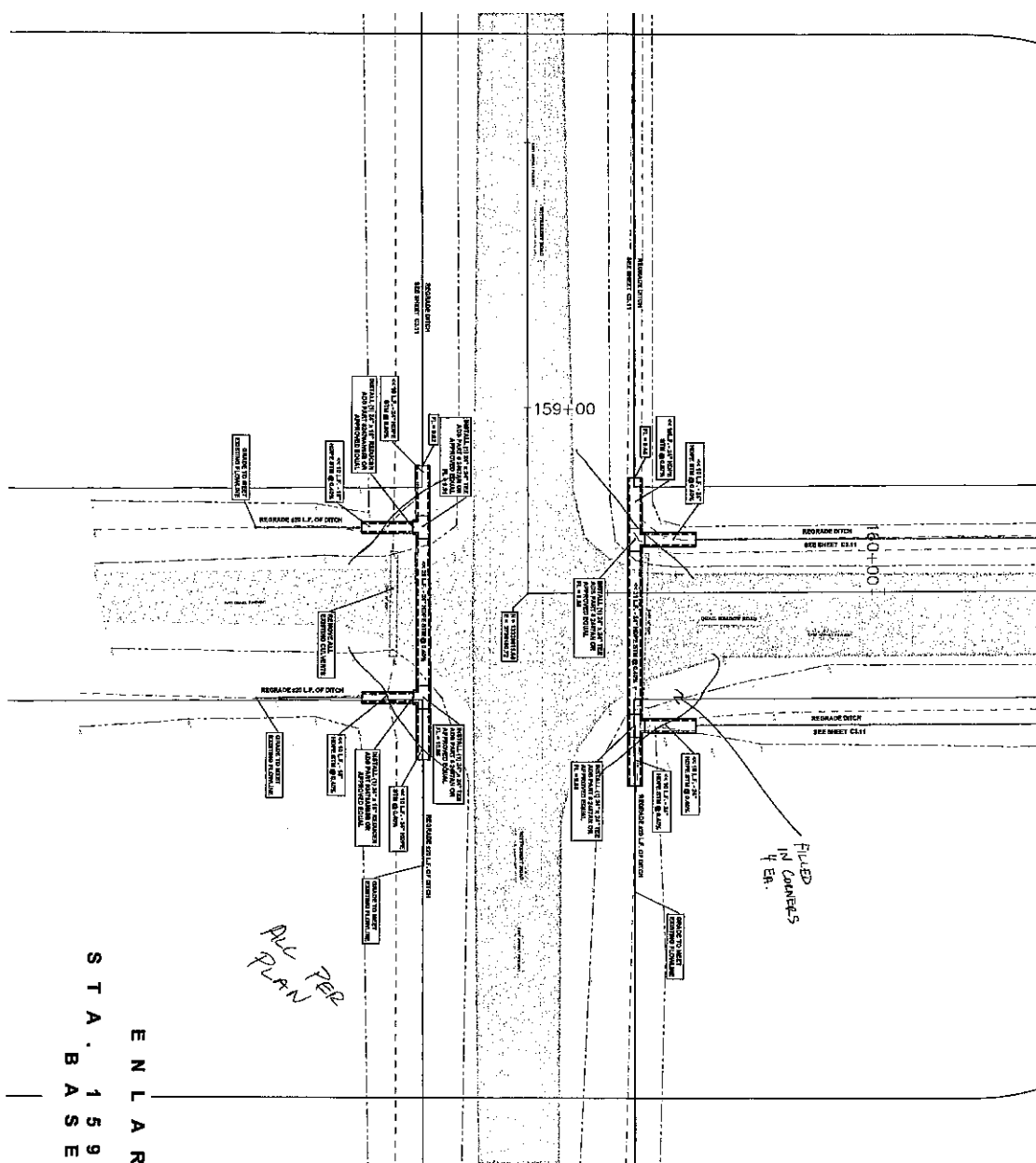
205 W. Live Oak St. Fort Lamar, Texas 77078 (817)552-4506

1801 7th St. Suite 280 Bay City Texas 77414 (979) 329-7100

03/28/22	PER ADDENDUM #2	DJG	SPM
02/07/22	FOR REBID	DJG	SPM
09/16/21	FOR BIDDING PURPOSE ONLY	DJG	SPM
05/13/21	PRELIMINARY - 90% SET	DJG	SPM
06/11/21	PRELIMINARY - 60% SET	DJG	SPM
REV.	DATE	DESCRIPTION	BY
			CHK.



	PROJECT NO.	LANE ROAD DRAINAGE			Texas Registered Engineering Firm F-04188				03/28/22	PER ADDENDUM #2	DJS	SPW
	SCALE: 1" = 10'	CALHOUN COUNTY, TEXAS			 G & W ENGINEERS, INC.				02/07/22	FOR REBID	DJS	SPW
	DATE: 02/11/2021	GLO-CDBG-DR			ENGINEERING SURVEYING PLANNING				09/16/21	FOR BIDDING PURPOSE ONLY	DJS	SPW
	BY: [Signature]	DITCH IMPROVEMENTS PLAN			205 W. Live Oak St. Fort Worth, Texas 76102 (817) 632-4509				08/13/21	PRELIMINARY - 60% SET	DJS	SPW
		ENLARGED PLANS			1601 7th St., Suite 200 Bay City Texas 77414 (979) 925-7100				05/11/21	PRELIMINARY - 60% SET	DJS	SPW
								REV.	DATE	DESCRIPTION	BY	CHK.



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PLAN

FIELD
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& ER.

ENLARGED PLAN
STA. 159+00 - 160+00
BASELINE "A"

ASBUILT Plans

		LANE ROAD DRAINAGE CALHOUN COUNTY, TEXAS GLO-CDBG-DR DITCH IMPROVEMENTS PLAN ENLARGED PLANS		Texas Registered Engineering Firm P-04500 G & W ENGINEERS, INC. SURVEYING PLANNING 205 W. Live Oak St., Fort Worth, Texas 76101 (817) 200-4500 1801 7th St., Suite 200 Bay City Texas 77414 (409) 323-7600		<table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHK.</th> </tr> <tr> <td>1</td> <td>02/07/22</td> <td>FOR REBID</td> <td>DJO</td> <td>SPM</td> </tr> <tr> <td>2</td> <td>09/16/21</td> <td>FOR BIDDING PURPOSE ONLY</td> <td>DJO</td> <td>SPM</td> </tr> <tr> <td>3</td> <td>08/13/21</td> <td>PRELIMINARY - 50% SET</td> <td>DJO</td> <td>SPM</td> </tr> <tr> <td>4</td> <td>08/11/21</td> <td>PRELIMINARY - 60% SET</td> <td>DJO</td> <td>SPM</td> </tr> </table>		REV.	DATE	DESCRIPTION	BY	CHK.	1	02/07/22	FOR REBID	DJO	SPM	2	09/16/21	FOR BIDDING PURPOSE ONLY	DJO	SPM	3	08/13/21	PRELIMINARY - 50% SET	DJO	SPM	4	08/11/21	PRELIMINARY - 60% SET	DJO	SPM
REV.	DATE	DESCRIPTION	BY	CHK.																												
1	02/07/22	FOR REBID	DJO	SPM																												
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3	08/13/21	PRELIMINARY - 50% SET	DJO	SPM																												
4	08/11/21	PRELIMINARY - 60% SET	DJO	SPM																												



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

Subrecipient: Calhoun County Contract #: 20-065-064-C182 Date: 12/6/2024

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

10/31/2024

Contract was entered into on

4/20/2022

between the city/county of

Calhoun County

and

JRB Services, LLC

for the construction of

Lane Road Drainage Improvements

This is to further certify that:

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

None

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

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace or make good any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.

4. Amount of Original Contract:

678,771.63

Cumulative Change Orders:

168,778.37

Final Amount of Contract:

847,550.00

Less Previous Payments:

762,795.00

Less Deductions (from #2 above):

FINAL PAYMENT (Balance):

84,755.00

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

6. Final Quantities:

Activity Code (dropdown)	Project Name (from Performance Standard)	Description (What is your Activity?)	Quantity	Metric (dropdown)
5 - Flood and Drainage Facilities	Lane Road Drainage Improvements	Excavation of 15' Width	11,080	Linear Feet
5 - Flood and Drainage Facilities	Lane Road Drainage Improvements	Excavation of 100' Width	3,300	Linear Feet
5 - Flood and Drainage Facilities	Lane Road Drainage Improvements	Regrading of Exlet Ditch	10,573	Linear Feet
5 - Flood and Drainage Facilities	Lane Road Drainage Improvements	Installation of 18" Pipe	705	Linear Feet
5 - Flood and Drainage Facilities	Lane Road Drainage Improvements	Installation of 24" Pipe	185	Linear Feet
5 - Flood and Drainage Facilities	Lane Road Drainage Improvements	Installation of 36" Pipe	484	Linear Feet
5 - Flood and Drainage Facilities	Lane Road Drainage Improvements	Installation of 48" Pipe	168	Linear Feet
5 - Flood and Drainage Facilities	Lane Road Drainage Improvements	Installation of 60" Pipe	240	Linear Feet
5 - Flood and Drainage Facilities	Lane Road Drainage Improvements	Additional Install 36" Pipe	180	Linear Feet



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

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

Certified by :

 Engineer's Signature	 Contractor's Signature	 Subrecipient's Signature
Scott P. Mason, P.E., Project Engineer Engineer's Name and Title (Printed)	Jake Baker, President Contractor's Name and Title (Printed)	Gary Reese, Commissioner Pct. 4 Subrecipient Name and Title (Printed)
G&W Engineers, Inc. Firm	JRB Services, LLC Firm	Calhoun County City/County of

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

09

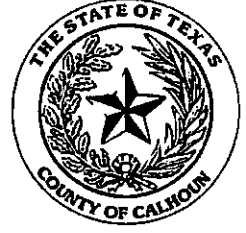
9. Consider and take necessary action on the Release of the Final Payment in the amount of \$84,755.00 to JRB Services, LLC. for the Lane Road Drainage Improvements for Calhoun County, Texas - TX GLO Contract No. 20-065-064-C182. (GDR)

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



Gary D. Reese

*County Commissioner
County of Calhoun
Precinct 4*



December 9, 2024

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 December 18, 2024.

- Consider and take necessary action on the Release of the Final Payment in the amount of \$84,755.00 to JRB Services, LLC. for the Lane Road Drainage Improvements for Calhoun County, Texas – TX GLO Contract No. 20-065-064-C182.

Sincerely,

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

Gary D. Reese

GDR/at

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
TBPE Firm Registration No. F04188

December 9, 2024

Commissioner Gary Reese
Calhoun County Precinct 4
P.O. Box 177
Seadrift, Texas 77983

RE: RECOMMENDATION FOR PAYMENT NO. 10-FINAL
REBID - Lane Road Drainage Improvements for Calhoun County, Texas
Texas General Land Office Contract No. 20-065-064-C182 and
Calhoun County 2020 CDBG-DR Contract Work Order No. B-1

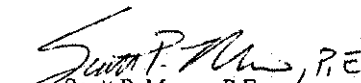
Dear Honorable Judge Pro Tem & County Commissioners,

We have reviewed JRB Services, LLC's Application No. 10 (Invoice # C 7527) for the above referenced project. All work is complete and enclosed Recommendation for Payment No. 10-FINAL for the retainage amount of \$84,755.00.

The Contractor's Guarantee and Contractor's Conditional Waiver and Release on Final Payment are also enclosed.

Please call if you have any questions.

Sincerely,
G & W Engineers, Inc.


Scott P. Mason, P.E.

cc: JRB Services, LLC
Demi Cabrera, Calhoun County Assistant Auditor
file 5310.011b

Engineering • Consulting • Planning • Surveying

RECOMMENDATION OF PAYMENTNo. 10-Final

OWNER's Project No. _____

ENGINEER's Project No. 5310.011bProject REBID - Lane Road Drainage Improvements for Calhoun County, Texas
Tx GLO Contract No. 20-065-064-C182CONTRACTOR JRB SERVICES LLCContract for Lane Road Drainage ImprovementsContract Date April 20, 2022Application Date October 31, 2024Application Amount \$84,755.00Period Start Date October 18, 2024Period Ending Date October 31, 2024To COUNTY OF CALHOUN
Owner

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. To the extent that we have been present on the project site as outlined in our Engineering Agreement, we believe that the Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract, the undersigned, subject to the limitation in the preceding paragraph, recommends payment to the CONTRACTOR of the amount due as shown below.

G & W Engineers, Inc.

Dated December 9, 2024By: Scott P. Mason, P.E.

Scott P. Mason, P.E.

STATEMENT OF WORK

Original Contract Price	\$ <u>678,771.63</u>	Work to Date	\$ <u>847,550.00</u>
Net Change Orders (1&2)	\$ <u>168,778.37</u>	Amount Retained	\$ <u>-</u>
Current Contract Price	\$ <u>847,550.00</u>	Subtotal	\$ <u>847,550.00</u>
Work to be Done	\$ <u>-</u>	Previous Payments Recommended	\$ <u>(762,795.00)</u>
		Amount Due This Payment	\$ <u>84,755.00</u>

G & W ENGINEERS, INC.
205 W. Live Oak St.
Port Lavaca, Texas 77979
(361) 552-4309

RecPay No. 10-Final - Rebid Lane Road

INVOICE # C 7527
REBID - Lane Road Drainage Improvements for Calhoun County, Texas
Texas General Land Office Contract No. 20-065-064-C182 and
Calhoun County 2020 CDBG-DR Contract Work Order No. B-1

TO: Calhoun County
211 S. Ann Street, Suite 301
Port Lavaca, TX 77979

Date: October 31, 2024

Start of Work: October 18, 2024

FROM: JRB Services LLC
4840 State Hwy 172
Ganado, Texas 77962
Phone # (361) 781-2148
Email debbie.jrbservices@gmail.com

Work Completed through: October 31, 2024

1. ORIGINAL CONTRACT SUM	<u>\$678,771.63</u>
2. Net change by Change Orders	<u>\$168,778.37</u>
3. CONTACT SUM TO DATE, (Line 1 ± 2)	<u>\$847,550.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column N from Schedule)	<u>\$847,550.00</u>
5. RETAINAGE:	
a. <u>10 % of Completed Work</u> (Column H + J on Schedule)	<u>\$0.00</u>
b. <u>10 % of Stored Material</u> (Column L from Schedule)	<u>\$0.00</u>
Total Retainage (Lines 5a + 5b)	<u>\$0.00</u>
6. TOTAL EARNED LESS RETAINAGE	<u>\$847,550.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>-\$762,795.00</u>
8. CURRENT PAYMENTS DUE	<u>\$84,755.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	<u>\$0.00</u>

INVOICE # C 7527

RESID - Lane Road Drainage Improvements for Calhoun County, Texas
Texas General Land Office Contract No. 20-065-064-C182 and
Calhoun County 2020 CDBG-DR Contract Work Order No. B-1

[illegible]

INVOICE # C 7527
 REBID - Lane Road Drainage Improvements for Calhoun County, Texas
 Texas General Land Office Contract No. 20-055-054-C182 and
 Calhoun County 2020 CDBG-DR Contract Work Order No. B-1

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
ITEM NO.	DESCRIPTIONS OF WORK	UNIT	QTY.	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OR J)		TOTAL COMPLETED AND STORED TO DATE (H+J+L)		% (N / F)	BALANCE TO FINISH (F-N)	RETAINAGE
						FROM PREVIOUS APPLICATION (H+J)		THIS PERIOD								
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT			
OPTION A																
A1	Mobilization and Insurance for the OPTION A	LS	1	\$8,000.00	\$8,000.00	1.00	\$8,000.00					1	\$8,000.00	100%	\$0.00	\$800.00
A2	Storm Water Pollution Prevention Plan (SWPPP) for OPTION A	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00					1	\$5,000.00	100%	\$0.00	\$500.00
A3	Traffic control and barricading for the OPTION A	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00					1	\$5,000.00	100%	\$0.00	\$500.00
A4	Removal and disposal of all existing driveway and roadway culverts within the OPTION A	LS	1	\$20,000.00	\$20,000.00	1.00	\$20,000.00					1.00	\$20,000.00	100%	\$0.00	\$2,000.00
A5	Removal including truck hauling of all excess spoil materials generated from the OPTION A	LS	1	\$10,000.00	\$10,000.00	1.00	\$10,000.00					1	\$10,000.00	100%	\$0.00	\$1,000.00
A6	Regrading and digging of existing roadside ditch "V" bottom and sloping embankment at a 3:1 slope	LF	2,710	\$10.00	\$27,100.00	2710	\$27,100.00					2710	\$27,100.00	100%	\$0.00	\$2,710.00
A7	18" diameter HDPE corrugated storm sewer pipe, open cut	LF	20	\$32.00	\$640.00	20	\$640.00					20	\$640.00	100%	\$0.00	\$84.00
A8	24" diameter HDPE corrugated storm sewer pipe, open cut	LF	185	\$57.35	\$10,609.75	185	\$10,609.75					185	\$10,609.75	100%	\$0.00	\$1,060.98
A9	36" diameter HDPE corrugated storm sewer pipe, open cut	LF	150	\$84.51	\$12,691.50	150	\$12,691.50					150.00	\$12,691.50	100%	\$0.00	\$1,269.15
A10	8" Diameter Rock Rip-Rap	CY	50	\$33.34	\$1,667.00	50	\$1,667.00					50	\$1,667.00	100%	\$0.00	\$166.70
A11	36" Diameter HDPE 22.5 Deg. Fitting	EA	2	\$1,500.00	\$3,000.00	2	\$3,000.00					2	\$3,000.00	100%	\$0.00	\$300.00
A12	36" Diameter HDPE Tee Fitting	EA	2	\$1,600.00	\$3,200.00	2	\$3,200.00					2	\$3,200.00	100%	\$0.00	\$320.00
A13	36" Diameter HDPE Reducer Fitting to 24" Diameter	EA	1	\$1,200.00	\$1,200.00	1	\$1,200.00					1	\$1,200.00	100%	\$0.00	\$120.00
A14	24" Diameter HDPE Tee Fitting	EA	4	\$1,200.00	\$4,800.00	4.00	\$4,800.00					4.00	\$4,800.00	100%	\$0.00	\$480.00
A15	24" Diameter HDPE Reducer Fitting to 18" Diameter	EA	2	\$1,200.00	\$2,400.00	2.00	\$2,400.00					2.00	\$2,400.00	100%	\$0.00	\$240.00
A16	Reconstruction of existing asphalt roadway	SY	615	\$60.00	\$36,900.00	615	\$36,900.00					615	\$36,900.00	100%	\$0.00	\$3,690.00
A16	Hydromulch seeding of excavated and disturbed areas	AC	1.5	\$1,500.00	\$2,250.00	1.5	\$2,250.00					1.5	\$2,250.00	100%	\$0.00	\$225.00
OPTION B																
B1	Mobilization and Insurance for the OPTION B	LS	1	\$8,000.00	\$8,000.00	1	\$8,000.00					1	\$8,000.00	100%	\$0.00	\$800.00

INVOICE # C 7527
REBID - Lane Road Drainage Improvements for Calhoun County, Texas
Texas General Land Office Contract No. 20-085-094-C182 and
Calhoun County 2020 CDBG-DR Contract Work Order No. B-1

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
ITEM NO.	DESCRIPTIONS OF WORK	UNIT	QTY.	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL COMPLETED AND STORED TO DATE (H+J+L)	% (N/F)	BALANCE TO FINISH (F-N)	RETAINAGE		
						FROM PREVIOUS APPLICATION (H+J)		THIS PERIOD								
						QTY	AMOUNT	QTY	AMOUNT						QTY	AMOUNT
B2	Storm Water Pollution Prevention Plan (SWPPP) for OPTION B	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00					1.00	\$5,000.00	100%	\$0.00	\$500.00
B3	Traffic control and barricading for the OPTION B	LS	1	\$4,000.00	\$4,000.00	1	\$4,000.00					1	\$4,000.00	100%	\$0.00	\$400.00
B4	Removal and disposal of all existing driveway and roadway culverts within the OPTION B	LS	1	\$12,000.00	\$12,000.00	1	\$12,000.00					1	\$12,000.00	100%	\$0.00	\$1,200.00
B5	Removal including truck hauling of all excess spoil materials generated from the OPTION B	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00					1	\$5,000.00	100%	\$0.00	\$500.00
B6	Regrading and digging of existing roadside ditches "V" bottom and sloping embankment at a 3:1 slope	LF	3,123	\$10.00	\$31,230.00	3123	\$31,230.00					3123	\$31,230.00	100%	\$0.00	\$3,123.00
B7	18" diameter HDPE corrugated storm sewer pipe, open cut	LF	223	\$32.00	\$7,136.00	223	\$7,136.00					223	\$7,136.00	100%	\$0.00	\$713.60
B8	Hydromulch seeding of excavated and disturbed areas	AC	2	\$1,500.00	\$3,000.00	2	\$3,000.00					2	\$3,000.00	100%	\$0.00	\$300.00
OPTION C																
C1	Mobilization and Insurance for the OPTION C	LS	1	\$8,000.00	\$8,000.00	1	\$8,000.00					1	\$8,000.00	100%	\$0.00	\$800.00
C2	Storm Water Pollution Prevention Plan (SWPPP) for OPTION C	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00					1	\$5,000.00	100%	\$0.00	\$500.00
C3	Traffic control and barricading for the OPTION C	LS	1	\$4,000.00	\$4,000.00	1	\$4,000.00					1	\$4,000.00	100%	\$0.00	\$400.00
C4	Removal and disposal of all existing driveway and roadway culverts within the OPTION C	LS	1	\$15,000.00	\$15,000.00	1	\$15,000.00					1	\$15,000.00	100%	\$0.00	\$1,500.00
C5	Removal including truck hauling of all excess spoil materials generated from the OPTION C	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00					1	\$5,000.00	100%	\$0.00	\$500.00
C6	Regrading and digging of existing roadside ditches "V" bottom and sloping embankment at a 3:1 slope	LF	4,740	\$10.00	\$47,400.00	4740	\$47,400.00					4740	\$47,400.00	100%	\$0.00	\$4,740.00
C7	18" diameter HDPE corrugated storm sewer pipe, open cut	LF	418	\$32.00	\$13,376.00	418	\$13,376.00					418	\$13,376.00	100%	\$0.00	\$1,337.60
C8	Hydromulch seeding of excavated and disturbed areas	AC	2	\$1,500.00	\$3,000.00	2	\$3,000.00					2	\$3,000.00	100%	\$0.00	\$300.00

INVOICE # C 7527
 REBID - Lane Road Drainage Improvements for Calhoun County, Texas
 Texas General Land Office Contract No. 20-065-064-C182 and
 Calhoun County 2020 CDBG-DR Contract Work Order No. B-1

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
ITEM NO.	DISCRIPTIONS OF WORK	UNIT	QTY.	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OR J)		TOTAL COMPLETED AND STORED TO DATE (H+J+L)		% (N/F)	BALANCE TO FINISH (F-N)	RETAINAGE
						FROM PREVIOUS APPLICATION (H+J)		THIS PERIOD								
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT			
CHANGE ORDERS																
CO1					\$28,778.37	1	\$28,778.37					1	\$28,778.37	100%	\$0.00	\$2,877.84
CO2					\$ 140,000.00	1	\$140,000.00					1	\$140,000.00	100%	\$0.00	\$14,000.00
	TOTAL				\$847,550.00		\$847,550.00		\$0.00		\$0.00		\$847,550.00	100%	\$0.00	\$84,755.00

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

THE STATE OF TEXAS §
COUNTY OF Calhoun §

Project: **REBID - LANE ROAD DRAINAGE IMPROVEMENTS FOR CALHOUN
COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-
065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK
ORDER NO. B-1.**

Job No. 5310.011b

On receipt by the signer of this document of a check from **CALHOUN COUNTY** (*maker of check*) in the sum of \$ 84,755.00 payable to **JRB SERVICES LLC.** (*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 Lane Road, Seadrift, Texas (*location*) to the following extent: **REBID - LANE ROAD DRAINAGE IMPROVEMENTS FOR CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. B-1.** (*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.

JRB SERVICES LLC.
(CONTRACTOR)

Signed By: _____

Print Name: Jake Baker

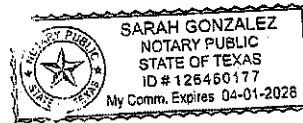
Title: President

SUBSCRIBED AND SWORN TO BEFORE ME by **Jake Baker**, on
November 18, 2024, to certify which witness my hand and seal of office.

Sarah Gonzalez

Notary Public, State of Texas

My Commission Expires: 04-01-2028



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, **Jake Baker**, being President of **JRB SERVICES LLC**, (hereinafter called "CONTRACTOR"), do hereby make the following statements to **CALHOUN COUNTY** (hereinafter called "OWNER") in relation to the completed project known as **REBID - LANE ROAD DRAINAGE IMPROVEMENTS FOR CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. B-1**.

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 30 day of OCTOBER, 2024, and shall cover a period of **ONE (1) FULL YEAR** from said effective date.

JRB SERVICES LLC.
(CONTRACTOR)

Signed By: [Signature]
Print Name/Title: Jake Baker, President
Date: 11-18-24

01700-2

10

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

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

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

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

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

MEMO TO: COUNTY JUDGE

SUBJECT: ACCEPT DONATION TO SHERIFF'S OFFICE

DATE: DECEMBER 18, 2024

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

AGENDA FOR December 18, 2024

* Consider and take necessary action to accept donation to the Sheriff's Office from Anonymous donor to be deposited into the Motivation account (2697-001-49082-679) in the amount of \$75.00

Sincerely,

A handwritten signature in black ink, appearing to read "Bobbie Vickery", with a stylized, cursive script.

Bobbie Vickery
Calhoun County Sheriff

  2724
30-856R/3180
3/24 DATE
PAY TO THE ORDER OF CALHOUN COUNTY SHERIFF DEPT \$ 25 ⁴⁷/₁₀₀
SEVENTY FIVE ⁴⁷/₁₀₀ DOLLARS  Photo
RBFCU  FREEDOM
FOR 

11

11. Consider and to necessary action to approve the Calhoun County Sheriffs Office to apply for Rifle Resistant Body Armor Grant Program. (VLL)

Sheriff explained that the grant program would give the whole department updated vest.

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

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

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

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

MEMO TO: COUNTY JUDGE

SUBJECT: RIFLE RESISTANT BODY ARMOR GRANT

DATE: DECEMBER 18, 2024

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

AGENDA FOR DECEMBER 18, 2024

* To approve the Calhoun County Sheriff's Office to apply for Rifle Resistant Body Armor Grant Program.

Sincerely,

A handwritten signature in black ink, appearing to read "B. J. Vickery", written in a cursive style.

Bobbie Vickery
Calhoun County Sheriff

Name:

Rifle-Resistant Body Armor Grant Program, FY2026

Available
12/16/2024

Due Date
02/13/2025

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

Available Funding:

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 26 for Trusteed Programs within the Office of the Governor.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$10M for FY2026.

Eligible Organizations:

Applications may be submitted by the Texas Department of Public Safety, units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure; including municipalities, counties, independent school districts, universities, federally recognized Native American tribes, community colleges, and hospital districts.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	09/01/2025

Project Period:

Projects must begin on or after 09/01/2025 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

Due to the limited availability of funds, applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on number of frontline peace officers and the average cost per vest.

Program-Specific Requirements

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. PSO may prioritize the equipping of certain types of officers or applicants if the total requested funds exceed the funds appropriated by the Legislature.

Required Agency Policies. As required by Chapter 772.0075, Texas Government Code, an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See "A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers" for more information.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003). The Personal Armor Fit Assessment checklist, is excerpted from ASTM E3003.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law

enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

\$10 Million

12

12. Consider and take necessary action on issuing Ronny Best a County credit card with the limit equal to the other commissioners. (DEH)

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

Debbie Vickery

From: David.Hall@calhouncotx.org (David Hall) <David.Hall@calhouncotx.org>
Sent: Wednesday, December 11, 2024 9:25 AM
To: debbie.vickery@calhouncotx.org
Subject: Agenda item

Follow Up Flag: Follow up
Flag Status: Completed

Consider and take necessary action on issuing Ronny Best a County credit card with the limit equal to the other commissioners

Sent from David's iPhone

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

Calhoun County Texas

13

13. Consider and take action on public hearing regarding petition to vacate Farm Tracts 9 through 16 in Lot 6 of Section 10 of the J.D. Mitchell Wolf Point Ranch subdivision recorded in volume 5, page 417 of the Calhoun County deed records. (JMB)

Regular session closed 10:15am
Henry Danysh explained the petition to vacate.
Regular session opened at 10:16am

Joel Behrens
Calhoun County Commissioner, Precinct 3

24627 State Hwy. 172~Olivia, Port Lavaca, Texas 77979 ~ Office (361) 893-5346 ~ Fax (361) 893-5309
Email: joel.behrens@calhouncotx.org



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 Commissioner's Court Agenda for December 18, 2024.

Consider and take action on public hearing regarding petition to vacate Farm Tracts 9 through 16 in Lot 6 of Section 10 of the J.D. Mitchell Wolf Point Ranch subdivision recorded in volume 5, page 417 of the Calhoun County deed records.

Sincerely,

A handwritten signature in cursive script that reads "Joel M Behrens".

Joel Behrens
Commissioner Pct. 3

14

14. Consider and take necessary action to vacate Farm Tracts 9 through 16 in Lot 6 of Section 10 of the J.D. Mitchell Wolf Point Ranch subdivision in volume 5, page 417 of the Calhoun County Deed Records. (JMB)

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

Joel Behrens
Calhoun County Commissioner, Precinct 3

24627 State Hwy. 172~Olivia, Port Lavaca, Texas 77979 ~ Office (361) 893-5346 ~ Fax (361) 893-5309
Email: joel.behrens@calhouncotx.org



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 Commissioner's Court Agenda for December 18, 2024...

Consider and take necessary action to vacate Farm Tracts 9 through 16 in Lot 6 of Section 10 of the J.D. Mitchell Wolf Point Ranch subdivision recorded in volume 5, page 417 of the Calhoun County deed records.

Sincerely,

A handwritten signature in black ink that reads "Joel Behrens". The signature is fluid and cursive, with the first and last names being clearly legible.

Joel Behrens
Commissioner Pct. 3

15

15. Consider and take necessary action to approve the final plat of the Desilos Subdivision (a replat of Farm Tracts 9 through 16 in Lot 6 of Section 10 of the J.D. Mitchell Wolf Point Ranch subdivision recorded in volume 5, page 417 of the Calhoun County deed records). (JMB)

Henry explained the final plat of the Desilos Subdivision.

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

Joel Behrens
Calhoun County Commissioner, Precinct 3

24627 State Hwy. 172~Olivia, Port Lavaca, Texas 77979 ~ Office (361) 893-5346 ~ Fax (361) 893-5309
Email: joel.behrens@calhouncotx.org



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 Commissioner's Court Agenda for December 18, 2024.

Consider and take necessary action to approve the final plat of the Desilos Subdivision (a replat of Farm Tracts 9 through 16 in Lot 6 of Section 10 of the J.D. Mitchell Wolf Point Ranch subdivision recorded in volume 5, page 417 of the Calhoun County deed records).

Sincerely,

A handwritten signature in cursive script that reads "Joel Behrens".

Joel Behrens
Commissioner Pct. 3

16

16. Consider and take necessary action allow sheriff to sign new contract for copier at the Sheriffs Office from Great Amercia Financial Services. (VLL)

pass

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

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

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

MEMO TO: COUNTY JUDGE

SUBJECT: NEW GREAT AMERICA CONTRACT

DATE: DECEMBER 18, 2024

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

AGENDA FOR December 18, 2024

* Consider and take necessary action allow sheriff to sign new contract for copier at the Sheriff's Office from Great America Financial Services.
Sincerely,

A handwritten signature in cursive script, appearing to read "B. Vickery".

Bobbie Vickery
Calhoun County Sheriff

17

17. Consider and take necessary action to approve the Specifications and the Project Manual for Bid Number 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1 and authorize the County Auditor and Urban Engineering to advertise for bids. A Pre-Bid Conference will be held at 10:00 am, Tuesday, January 21, 2025 at Green Lake Park off State Highway 35 in Calhoun County. Bids will be due on Thursday, February 13, 2025. (VLL)

Matt Glaze explained the project.

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

PROJECT MANUAL

FOR

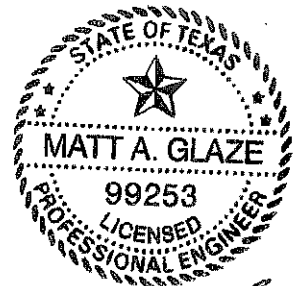
**BID NO. 2024.12 – CALHOUN COUNTY
GREEN LAKE PARK – PHASE 1; PROJECT 1**

CALHOUN COUNTY, TEXAS

DECEMBER 2024

PREPARED BY:

**URBAN ENGINEERING
TREF# F-160
CONSULTING ENGINEERS
2004 N. COMMERCE ST.
VICTORIA, TEXAS 77901-5510
U.E. JOB NO. E23596.00**



Matt A. Glaze PE
12/16/24

INTRODUCTORY INFORMATION

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PROJECT MANUAL

FOR

**BID NO. 2024.12 – CALHOUN COUNTY
GREEN LAKE PARK – PHASE 1; PROJECT 1
CALHOUN COUNTY, TEXAS**

DECEMBER 2024

PREPARED BY:

**URBAN ENGINEERING
TREF# F-160
CONSULTING ENGINEERS
2004 N. COMMERCE ST.
VICTORIA, TEXAS 77901-5510
U.E. JOB NO. E23596.00**



[Handwritten Signature]
12/16/24

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BIDDING REQUIREMENTS

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

**INVITATION TO BID
FOR
BID NO. 2024.12 – CALHOUN COUNTY
GREEN LAKE PARK – PHASE 1; PROJECT 1
CALHOUN COUNTY, TEXAS**

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

Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1

The project consists of improvements to Green Lake Park that include the construction of approximately 17,400 linear feet of walking trails, of which will be mowed, mulched and improved trails. Accompanying these walking trails there will be approximately 1,250 linear foot of berm cut and filled. Along these trails and the berm, five (5) culvert drainage pipes are to be installed. Along the walking trails there will be one (1) permanent bird blind built, as well as two (2) portable bird blinds.

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

A **Pre-Bid Conference** will be held at **10:00 AM, Tuesday, January 21, 2025** at the Green Lake Park off State Highway 35 in Calhoun County, Texas. All Bidders and Plan Holders are strongly urged to attend.

Sealed Bids consisting of one USB flash drive and one original and three printed copies are due before 2:00:00 PM, on Thursday, February 13, 2025. At this time, all bids will be publicly opened and read aloud at the County Judge's office in the Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

All bids (one USB flash drive and original and three copies) must be delivered to the Office of the Calhoun County Judge in a sealed 9 x 12 or larger envelope and clearly marked **Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1**. Calhoun County does not accept faxed or emailed bids. Any bids received after the due date and time will be returned unopened.

Sealed Bids may be hand delivered or mailed to:

County Judge's Office
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

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

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

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

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

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

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

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

Candice Villarreal
County Auditor
Calhoun County, Texas

Publish: January 8, 2025
January 15, 2025

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

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

A. *Bidder*--The individual or entity who submits a Bid directly to OWNER.

B. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered is Urban Engineering, 2004 N. Commerce Street, Victoria, TX 77901, (361) 578-9836.

C. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

A. Completed Statement of Bidder's Qualifications

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

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

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

4.02 *Underground Facilities*

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

4.03 *Hazardous Environmental Condition*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at the location, time and date indicated in the Advertisement or Invitation to Bid. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

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

ARTICLE 8 - BID SECURITY

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

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

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

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

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

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

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

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

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

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 *Unit Price*

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

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

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

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

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 - AWARD OF CONTRACT

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

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

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

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

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

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

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - SALES AND USE TAXES

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

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED - Not Applicable

ARTICLE 25 - PARTNERING - Not Applicable

BID FORM

PROJECT IDENTIFICATION:

Bid No 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1
Calhoun County, Texas

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2024.12

THIS BID IS SUBMITTED TO:

Calhoun County Judge's Office
Calhoun County Courthouse
211 S. Ann Street, Suite 301
Port Lavaca, Texas 77979

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

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

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

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

Addendum No.

Addendum Date

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

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

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

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

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

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

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

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

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

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

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

BID NO. 2024.12 - CALHOUN COUNTY					
GREEN LAKE PARK - PHASE 1; PROJECT 1					
(BIDDER)					
PREPARED BY: URBAN ENGINEERING					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
GENERAL					
1.	Mobilization, Insurance and Bonds (Maximum 10% of Base Bid)	1	LS	\$	\$
2.	Construction Staking	1	LS	\$	\$
SUBTOTAL GENERAL					\$
IMPROVEMENTS					
3.	Mowed Trail (10' TYP)	9,800	LF	\$	\$
4.	Limestone Trail (10' TYP)	7,200	LF	\$	\$
5.	Mulched Trail (10' TYP)	400	LF	\$	\$
6.	Culvert Pipe 12" HDPE (20' TYP)	5	EA	\$	\$
7.	Bird Blind (Permanent)	1	EA	\$	\$
8.	Bird Blind (Portable)	2	EA	\$	\$
9.	Berm Cut & Fill	1,250	LF	\$	\$
SUBTOTAL IMPROVEMENTS					\$
TOTAL BASE BID					\$

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

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

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

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

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

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

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

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

SUBMITTED on _____

State Contractor License No. _____ (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

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

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

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

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

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location): _____

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

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

BIDDER**SURETY**
 _____ (Seal)
 Bidder's Name and Corporate Seal

 _____ (Seal)
 Surety's Name and Corporate Seal

 By: _____
 Signature and Title

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

 Attest: _____
 Signature and Title

 Attest: _____
 Signature and Title

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

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

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

3. This obligation shall be null and void if:

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

3.2. All Bids are rejected by OWNER, or

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

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

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

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

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

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

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

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

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

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

SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: _____

Address: _____

Date Organized: _____ Date Incorporated: _____

Number of years in contracting business under present name: _____

CONTRACTS ON HAND:

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

Type of work performed by your company: _____

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

Have you ever defaulted on a contract? _____

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

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

Major equipment available for **this** contract:

Executed this _____ day of _____, _____.

By: _____
(Signature) (Title)

(Print Name)

State of _____

County of _____

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

Notary Signature

Printed Name

In and for the State of _____

Commission Expires _____

STATE OF TEXAS

}

AFFIDAVIT

COUNTY OF _____ }

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

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

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

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

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

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

Signature of Affiant

Printed Name and Title of Affiant

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

Signature of Notary Public

Notary Stamp/Seal

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal 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.

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Implementation in the SRF Programs

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

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

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

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

Additional References

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

Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

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

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

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

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

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

(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)

defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

INSERT

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77799 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

00490
BIDDING ADDENDA

CONTRACTING REQUIREMENTS

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

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CONTRACT: Improvements to Green Lake Park that include the construction of approximately 17,400 linear feet of walking trails, of which will be mowed, mulched and improved trails. Accompanying these walking trails there will be approximately 1,250 linear feet of berm cut and filled. Along these trails and the berm, five (5) culvert drainage pipes are to be installed. Along the walking trails there will be one (1) permanent bird blind built, as well as two (2) portable bird blinds.

PROJECT: Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1

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

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

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

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

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

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

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

[illegible]

Within ten days after you comply with the above conditions, ENGINEER will return to you one fully executed copy of the Contract Documents.

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

E23596.00 - Notice of Award
12/24

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

ARTICLE 1 - WORK

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

Improvements to Green Lake Park that include the construction of approximately 17,400 linear feet of walking trails, of which will be mowed, mulched and improved trails. Accompanying these walking trails there will be approximately 1,250 linear feet of berm cut and filled. Along these trails and the berm, five (5) culvert drainage pipes are to be installed. Along the walking trails there will be one (1) permanent bird blind built, as well as two (2) portable bird blinds.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described as the Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1.

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

- 4.01 *Time of the Essence*

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

- 4.02 *Days to Achieve Substantial Completion and Final Payment*

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

- 4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and

that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$300.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$300.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the first day of each month during performance of the Work as provided in paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. Ninety percent (90%) of Work completed (with the balance being retainage); and
 - b. Ninety percent (90%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. General Conditions;
 - 5. Supplementary Conditions;
 - 6. General Conditions – Calhoun County
 - 7. Specifications as listed in the Table of Contents of the Project Manual;
 - 8. Drawings as listed on page 00015-1 of the Project Manual;
 - 9. Addenda;
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR's Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 8.01.A are incorporated into this Agreement for all purposes as if set forth verbatim herein.
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

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

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability*

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

[The rest of this page is intentionally blank.]

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

The effective date of this Agreement will be _____.

OWNER:

CONTRACTOR:

CALHOUN COUNTY

By: _____
County Judge

By: _____

(Corporate Seal)

(Corporate Seal)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

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

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CONTRACT: Improvements to Green Lake Park that include the construction of approximately 17,400 linear feet of walking trails, of which will be mowed, mulched and improved trails. Accompanying these walking trails there will be approximately 1,250 linear feet of berm cut and filled. Along these trails and the berm, five (5) culvert drainage pipes are to be installed. Along the walking trails there will be one (1) permanent bird blind built, as well as two (2) portable bird blinds.

PROJECT: Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1

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

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

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

URBAN ENGINEERING

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

Copy to OWNER

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

E23596.00 - Notice to Proceed
12/24

00550 - 1

Performance Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

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

Payment Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

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

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1

OWNER: Calhoun County

CONTRACTOR: _____

CONTRACT DATE: _____

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

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

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

ATTEST:

SURETY COMPANY

Signature of Authorized Representative

Title

(SEAL)

APPLICATION FOR PAYMENT NO. _____

To: Calhoun County (OWNER)

From: _____ (CONTRACTOR)

Contract: Improvements to Green Lake Park that include the construction of approximately 17,400 linear feet of walking trails, of which will be mowed, mulched and improved trails. Accompanying these walking trails there will be approximately 1,250 linear feet of berm cut and filled. Along these trails and the berm, five (5) culvert drainage pipes are to be installed. Along the walking trails there will be one (1) permanent bird blind built, as well as two (2) portable bird blinds.

Project: Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1

OWNER's Contract No.: Bid No. 2024.12

ENGINEER's Project No.: E23596.00

For Work accomplished through the date of: _____

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

Accompanying Documentation:

CONTRACTOR's Certification:

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

Dated _____

CONTRACTOR

By: _____

State of _____

County of _____

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

Notary Public

My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

URBAN ENGINEERING

Dated _____

By: _____

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

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

E23596.00 - Application For Payment

12/24

Application No.: _____ Date: _____

E23596.00 - Application For Payment
12/24

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

Owner of Project: _____

Address of Owner: _____

Project to be Performed by Insured: _____

Date of Certificate: _____

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

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

TYPE OF INSURANCE

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

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

Locations covered: _____

Description of operations covered: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER: Calhoun County

CONTRACTOR: _____

CONTRACT: Improvements to Green Lake Park that include the construction of approximately 17,400 linear feet of walking trails, of which will be mowed, mulched and improved trails. Accompanying these walking trails there will be approximately 1,250 linear feet of berm cut and filled. Along these trails and the berm, five (5) culvert drainage pipes are to be installed. Along the walking trails there will be one (1) permanent bird blind built, as well as two (2) portable bird blinds.

PROJECT: Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1

OWNER's CONTRACT NO.: Bid No. 2024.12

ENGINEER's PROJECT NO.: E23596.00

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

To _____
CALHOUN COUNTY
OWNER

And To _____
CONTRACTOR

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

DATE OF SUBSTANTIAL COMPLETION

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

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

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

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

OWNER: _____

CONTRACTOR: _____

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

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

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

Executed by ENGINEER on _____, _____.
(Date)

URBAN ENGINEERING
(ENGINEER)

By: _____
(Authorized Signature)

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

(CONTRACTOR)

By: _____
(Authorized Signature)

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

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE _____

OWNER: Calhoun County

CONTRACTOR: _____

CONTRACT DATE: _____

CONTRACT AMOUNT: _____

CONTRACT: Improvements to Green Lake Park that include the construction of approximately 17,400 linear feet of walking trails, of which will be mowed, mulched and improved trails. Accompanying these walking trails there will be approximately 1,250 linear feet of berm cut and filled. Along these trails and the berm, five (5) culvert drainage pipes are to be installed. Along the walking trails there will be one (1) permanent bird blind built, as well as two (2) portable bird blinds.

PROJECT: Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1

OWNER's CONTRACT NO: Bid No. 2024.12

ENGINEER's PROJECT NO.: E23596.00

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

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

DATE OF FINAL COMPLETION

Executed by ENGINEER on _____,
(Date)

URBAN ENGINEERING
(ENGINEER)

By: _____
(Authorized Signature)

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

(CONTRACTOR)

By: _____
(Authorized Signature)

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

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

AFFIDAVIT OF ALL BILLS PAID

THE STATE OF _____

COUNTY OF _____

_____ personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he/she is a duly authorized representative of the Contractor, _____, and that the Contract for the **Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1** has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection with this Project have been fully paid.

Signature

Typed Name

Title

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

Notary Signature

Printed Name

In and for the State of _____

Commission Expires

GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, _____
("CONTRACTOR"), of the City of _____, County of _____,
and State of _____, as CONTRACTOR for the Bid No. 2024.12 – Calhoun
County Green Lake Park – Phase 1; Project 1, jointly and severally represent, warrant, and
guarantee as follows:

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

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

CONTRACTOR: _____

EXECUTED on this the _____ day of _____, _____.

CONTRACTOR

(Signature)

By: _____

Title: _____

FINAL WAIVER OF LIEN RIGHTS

FROM: _____ (Contractor)

TO: Calhoun County (Owner)

PROJECT: Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1

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

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

Dated this _____ day of _____, _____.

CONTRACTOR

(Signature)

By: _____

Title: _____

STATE OF _____ §
COUNTY OF _____ §
§

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

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public Signature

Printed Name

Commission Expires

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General  Contractors of America

Construction Specifications Institute



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

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American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02 Terminology

A. Intent of Certain Terms or Adjectives

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

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

B. *Day*

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

C. *Defective*

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

D. *Furnish, Install, Perform, Provide*

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

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

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

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

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

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

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

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

B. *Resolving Discrepancies*

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

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

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

3.04 *Amending and Supplementing Contract Documents*

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

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

3.05 *Reuse of Documents*

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

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

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

C. *Possible Price and Times Adjustments*

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

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

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

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

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

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

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

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

4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data,

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

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

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

B. *Not Shown or Indicated*

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

5.04 *CONTRACTOR's Liability Insurance*

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

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

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

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

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

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

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

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

3. include completed operations insurance;

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

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

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

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

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

5.05 *OWNER's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

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

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

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

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

6. include testing and startup; and

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

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

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

and will contain waiver provisions in accordance with paragraph 5.07.

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

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

5.07 *Waiver of Rights*

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

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

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

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

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

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

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

6.02 *Labor; Working Hours*

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

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

6.03 *Services, Materials, and Equipment*

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

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

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

6.04 *Progress Schedule*

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

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

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

6.05 *Substitutes and "Or-Equals"*

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

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

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

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

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

2. *Substitute Items*

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

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

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

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

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

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

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

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

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

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

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

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

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

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

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

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

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

6.12 *Record Documents*

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

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

6.13 *Safety and Protection*

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

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

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

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

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

D. *Submittal Procedures*

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

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

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

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

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

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

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

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

E. *ENGINEER's Review*

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

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

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

F. *Resubmittal Procedures*

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

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

6.18 *Continuing the Work*

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

6.19 *CONTRACTOR's General Warranty and Guarantee*

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

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

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

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

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

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

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

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

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

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

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

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

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

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

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

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

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

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

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

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

7.02 *Coordination*

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and

programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER

informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be

accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the

interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and

other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's

correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days

after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed

to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as

CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages

within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no

demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

- b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph

12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection

therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or

Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not

promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in

paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise

by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is

substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree

constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the

final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's

continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equip-

ment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as

either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-1.01.A.20 ENGINEER's Consultant(s) include:

Urban Surveying, Inc.
2004 N. Commerce Street
Victoria, TX 77901-5510
(361) 578-9837

SC-1.01.A.40 Add the following sentence at the end of paragraph 1.01.A.40:

The Site of the work is within Calhoun County, Texas and is more clearly defined on the Location Map in the accompanying Drawings.

SC-4.02.A.1 Geotechnical data, if any, is available from the Engineer upon request.

SC-4.06.A There are no known hazardous environmental conditions at the Site.

SC-5.04.B.1 Add the following new paragraph immediately after paragraph 5.04.B.1:

The following entities shall be listed as additional insureds and certificate holders to all policies required by paragraphs 5.04.A.3 through 5.04.A.6, inclusive:

Urban Engineering
2004 N. Commerce Street
Victoria, Texas 77901-5510

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

SC-5.04.B.2 Add the following new paragraphs immediately after paragraph 5.04.B.2:

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for damages arising out of bodily or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than Two Million Dollars (\$2,000,000.00) in any one occurrence.

Property Damage Insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount. The Property Damage portion of this coverage shall include, where applicable, explosion, collapse and underground exposure coverage.

Automobile Liability and Property Damage Insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury or death of one person and not less than Five Hundred Thousand Dollars (\$500,000.00) in any one occurrence; and Property Damage Limits of not less than Three Hundred Thousand Dollars (\$300,000.00) in any one occurrence.

SC-5.06 Delete 5.06 in its entirety.

SC-5.07 Delete 5.07 in its entirety.

SC-5.08 Delete 5.08 in its entirety.

SC-5.10 Delete 5.10 in its entirety.

SC-6.02.B Add the following new paragraph immediately after paragraph 6.02.B:

Work shall not be performed without written permission of the OWNER on the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

SC-6.06.B Add the following new paragraph immediately after paragraph 6.06.B:

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

SC-6.10.A Delete paragraph 6.10.A in its entirety and insert the following in its place:

OWNER is exempt from state and local sales tax pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rent or lease of all materials, supplies and equipment used or consumed in the performance of this contract may be exempted by issuing to suppliers an exemption certificate in lieu of the tax. The exemption certificate complies with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of the tax shall be subject to the provisions of the State Comptroller of Public Accounts Ruling No. 95-0.09 as amended to be effective October 2, 1968. CONTRACTOR shall pay any and all other taxes for the Work provided by CONTRACTOR which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

SC-7.01 Related Work at Site

OWNER reserves the right to perform additional work on the Project Site concurrent with this contract.

SC-9.03.A Add the following new paragraphs immediately after paragraph 9.03.A:

The duties and responsibilities of OWNER's Onsite Representative are limited and described as follows:

OWNER's Onsite Representative shall only observe, monitor and inspect CONTRACTOR's work in progress for the sole benefit of OWNER to determine if the work is proceeding in accordance with the job specifications set forth by the Project ENGINEER in the Contract Documents for this specific project. At the request of ENGINEER or CONTRACTOR and at OWNER's sole discretion, OWNER may provide a copy of the results of said observations, monitoring and inspections to ENGINEER or CONTRACTOR.

OWNER's Onsite Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).
2. Undertake any of the responsibilities or obligations of the Project ENGINEER or of a CONTRACTOR, Subcontractor, Supplier or a CONTRACTOR's or a Subcontractor Superintendent.
3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the work unless such advice or directions are specifically required on the part of OWNER by the Contract Documents.
4. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of a CONTRACTOR, Subcontractor or Supplier.
5. During OWNER's Onsite Representative's inspection, observation or monitoring of CONTRACTOR's work in progress, OWNER's Onsite Representative shall not supervise, direct or have control over the CONTRACTOR's work nor shall OWNER's Onsite Representative have authority over or responsibility for the means, methods, techniques, sequences, procedures selected by CONTRACTOR or Subcontractor for safety precautions and programs incident to CONTRACTOR or Subcontractor's work in progress, for any failure of a CONTRACTOR or Subcontractor to comply with laws and regulations applicable to a CONTRACTOR or Subcontractor performing and furnishing the work, or responsibility for a CONTRACTOR or Subcontractor's failure to furnish and perform the work in accordance with the job specifications set forth by the Project ENGINEER in the Contract Documents.

SC-11.01.A.5(j) Delete paragraph 11.01.A.5(j) in its entirety.

SC-11.01.C Delete paragraph 11.01.C in its entirety.

SC-11.03.C Delete paragraph 11.03.C in its entirety and insert the following in its place:

- C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the total cost of a particular item of Unit Price Work amounts to five percent (5%) or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.01.B.2 Modify paragraph 12.01.B.2 to read as follows:

If the value of work on the project included in a change order is not covered by unit prices contained in the Contract Documents, mutually agreed upon new unit prices for the additional work will be established. (Cost-plus-a-percentage pricing will not be allowed.)

SC-12.01.B.3 Delete paragraph 12.01.B.3 in its entirety.

SC-12.01.C Delete 12.01.C in its entirety.

SC-12.03.A Amend the second sentence of paragraph 12.03.A to read as follows:

Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, hurricanes, epidemics, evacuations, or abnormal saturated soil conditions, or acts of God.

SC-16.01.A Methods and Procedures include:

- A. The parties shall endeavor to resolve their claims by mediation. Request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- B. The parties shall share the mediator's fee equally. The mediation must take place in Calhoun County, Texas unless another location is mutually agreed upon. The parties may either agree upon a mediator, or if they cannot agree, the presiding judge of the district

courts of Calhoun County, Texas shall select the mediator. Agreements reached in mediation shall be binding on both parties and shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SC-18 Add ARTICLE 18 – MINIMUM WAGE RATES

18.01 Minimum Wage Rates

- A. The CONTRACTOR shall pay at least the wage rates for the various classes of labor employed directly on this project in accordance with the appropriate current U.S. Department of Labor General Wage Decision Numbers, which are attached to these Contract Documents and included herein. Intentional failure of CONTRACTOR to pay these wage rates for workers directly employed on this project may subject the CONTRACTOR to a penalty as specified by Texas Government Code §2258.023.

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20240277 11/22/2024

Superseded General Decision Number: TX20230277

State: Texas

Construction Type: Building

Counties: Calhoun, Goliad and Victoria Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

SC-18.01A-Minimum Wage Rates (Continued)

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	10/11/2024
2	11/22/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

ELEC0278-002 08/25/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 30.80	8.97

ENG10178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

* IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

* SUTX2014-057 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.04	0.00
CARPENTER.....	\$ 15.21 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.33 **	0.00

SC-18.01A-Minimum Wage Rates (Continued)

INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 9.68 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.36 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 14.45 **	0.00
PIPEFITTER.....	\$ 25.80	8.55
PLUMBER.....	\$ 25.64	8.16
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52

SC-18.01A-Minimum Wage Rates (Continued)

SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

SC-18.01A-Minimum Wage Rates (Continued)

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. \$1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

SC-18.01A-Minimum Wage Rates (Continued)

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION"

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20240029 01/05/2024

Superseded General Decision Number: TX20230029

State: Texas

Construction Type: Highway

Counties: Aransas, Calhoun, Goliad, Nueces and San Patricio
Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

SC-18.01A-Minimum Wage Rates (Continued)

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

SUTX2011-010 08/08/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.64	**
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 10.69	**
Structures.....	\$ 13.61	**
LABORER		
Asphalt Raker.....	\$ 11.67	**
Flagger.....	\$ 8.81	**
Laborer, Common.....	\$ 10.25	**
Laborer, Utility.....	\$ 11.23	**
Pipelayer.....	\$ 11.17	**
Work Zone Barricade		
Servicer.....	\$ 11.51	**
PAINTER (Structures).....	\$ 21.29	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.25	**
Asphalt Paving Machine.....	\$ 13.44	**
Mechanic.....	\$ 17.00	**
Motor Grader, Fine Grade....	\$ 17.74	
Motor Grader, Rough.....	\$ 16.85	**
TRUCK DRIVER		
Lowboy-Float.....	\$ 16.62	**
Single Axle.....	\$ 11.61	**

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

SC-18.01A-Minimum Wage Rates (Continued)

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

SC-18.01A-Minimum Wage Rates (Continued)

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

SC-18.01A-Minimum Wage Rates (Continued)

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20240045 01/05/2024

Superseded General Decision Number: TX20230045

State: Texas

Construction Type: Heavy

Counties: Aransas, Austin, Calhoun and Goliad Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

SC-18.01A-Minimum Wage Rates (Continued)

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

SUTX2005-023 09/08/2005

	Rates	Fringes
Asphalt Distributor Operator.....	\$ 12.57	**
Asphalt paving machine operator.....	\$ 11.60	**
Asphalt Raker.....	\$ 10.63	**
Asphalt Shoveler.....	\$ 9.23	**
Broom or Sweeper Operator.....	\$ 9.32	**
Bulldozer operator.....	\$ 11.69	**
CARPENTER.....	\$ 11.70	**
Concrete Finisher, Paving.....	\$ 11.64	**
Concrete Finisher, Structures....	\$ 10.23	**
Concrete Rubber.....	\$ 9.00	**
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 12.00	**
Flagger.....	\$ 8.60	**
Form Builder/Setter, Structures.....	\$ 10.51	**
Form Setter, Paving & Curb.....	\$ 9.48	**
Foundation Drill Operator, Truck Mounted.....	\$ 14.58	**
Front End Loader Operator.....	\$ 10.62	**
Laborer, common.....	\$ 8.91	**

SC-18.01A-Minimum Wage Rates (Continued)

Laborer, Utility.....	\$ 9.21	**
MECHANIC (Undefined).....	\$ 12.18	**
Motor Grader Operator Fine Grade.....	\$ 15.15	**
Motor Grader Operator Rough.....	\$ 12.95	**
Pavement Marking Machine Operator.....	\$ 13.32	**
Pipelayer.....	\$ 9.71	**
Roller Operator, Pneumatic, Self-Propelled.....	\$ 8.90	**
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 9.30	**
Roller Operator, Steel Wheel, Plant Mix Pavement.....	\$ 10.59	**
Scraper Operator.....	\$ 9.85	**
Servicer.....	\$ 11.18	**
Spreader Box Operator.....	\$ 13.00	**
Traveling Mixer Operator.....	\$ 12.67	**
Truck Driver Single Axle Heavy...	\$ 10.87	**
Truck Driver Single Axle, Light.....	\$ 10.85	**
Truck driver, lowboy-Float.....	\$ 13.70	**
Truck Driver, Tandem Axle, Semi-Trailer.....	\$ 10.05	**
Work Zone Barricade Servicer.....	\$ 9.63	**

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658
(\$12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not

SC-18.01A-Minimum Wage Rates (Continued)

currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

SC-18.01A-Minimum Wage Rates (Continued)

most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

SC-18.01A-Minimum Wage Rates (Continued)

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20240049 01/05/2024

Superseded General Decision Number: TX20230049

State: Texas

Construction Type: Residential

County: Calhoun County in Texas.

RESIDENTIAL CONSTRUCTION

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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SC-18.01A-Minimum Wage Rates (Continued)

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Modification Number Publication Date
0 01/05/2024

SUTX1990-046 01/24/1990

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 7.25	**
BRICKLAYER.....	\$ 8.50	**
CARPENTER.....	\$ 7.25	**
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25	**
ELECTRICIAN.....	\$ 7.31	**
GLAZIER.....	\$ 7.25	**
IRONWORKER.....	\$ 7.25	**
Laborers:		
LABORERS.....	\$ 7.25	**
MASON TENDERS.....	\$ 7.25	**
PAINTER.....	\$ 7.25	**
Plumbers and Pipefitters.....	\$ 8.01	**
ROOFER.....	\$ 7.25	**
Sheet metal worker.....	\$ 9.44	**
TRUCK DRIVER.....	\$ 7.25	**

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher

SC-18.01A-Minimum Wage Rates (Continued)

minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

SC-18.01A-Minimum Wage Rates (Continued)

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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be:

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

00810
CALHOUN COUNTY
GENERAL CONDITIONS

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

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

Governing Law:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Governing Forms:

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

Addendums:

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

Indemnification/Hold Harmless:

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

Waiver of Subrogation:

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

Bonds:

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

Taxes:

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

Pricing:

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

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

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

Inspections:

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

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

Testing:

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

Material Safety Data Sheets:

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

Awards:

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

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

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

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

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

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

Assignment:

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

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

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

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

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

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

Delivery:

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

Rejections:

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

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

Termination:

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

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

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

Delinquent Property Taxes:

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

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

Certificate of Interested Parties – Form 1295

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

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

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

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

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

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

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

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

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

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

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

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

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

Debarment:

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

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

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

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

Invoices and Payments:

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

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

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

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

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

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

Gratuities:

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

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

Warranty Product:

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

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

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

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

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

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

In the event of a conflict between the specifications, scope of work, general conditions, drawings, and/or descriptions, the specifications shall govern.

All products/goods must be new, in first class condition, unless otherwise specified. The design, strength and quality of materials must conform to the highest standards of manufacturing practice.

Products/goods, and/or services supplied and/or performed under this Bid, RFP, RFQ, and/or Contract shall be subject to Calhoun County's approval.

Successful bidder/vendor shall warrant that all products/goods and/or services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any products/goods and are services found defective or not meeting specifications shall be picked up and promptly replaced or corrected to Calhoun County's satisfaction by the successful bidder/vendor at no expense to Calhoun County.

Cancellation:

Calhoun County shall have the right to cancel for default all or any part of the undelivered portion of an order and/or services if bidder/vendor breaches any of the terms hereof including warranties of bidder/vendor, or if the bidder/vendor becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Calhoun County may have in law or equity. Calhoun County shall not incur any fees and/or charges related to the cancellation. The bidder/vendor shall be responsible for any fees and/or charges that are related to the cancellation.

Force Majeure:

Force Majeure means a delay encountered by a party in the performance of its obligations under this Bid, RFP, RFQ, and/or Contract, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Bid, RFP, RFQ, and/or Contract, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Bid, RFP, RFQ, and/or Contract from terminating in accordance with the termination provisions.

If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Waiver:

No claim or right arising out of a breach of any Bid, RFP, RFQ, and/or Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

Applicable Law:

To the extent it is applicable, this Bid, RFP, RFQ, and/or Contract shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the "Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this Bid, RFP, RFQ, and/or Contract. Otherwise, Texas state and federal law shall apply.

Prohibition against Personal Interest in Bids, RFPs, RFQs, and/or Contracts:

No official, employee, or agent of Calhoun County shall have financial interest, direct or indirect, in any Bid, RFP, RFQ, and/or Contract with Calhoun County, or shall be financially interested, directly or indirectly, in the sale/lease to Calhoun County of any land, materials, supplies, or service, except on behalf of Calhoun County as an official, employee, or agent. Any willful violation of this section shall constitute malfeasance in office, and any official, employee, or agent guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the company, corporation, firm, partnership, or individual contracting with Calhoun County shall render the Bid, RFP, RFQ, and/or Contract involved voidable by the Calhoun County Commissioners Court.

Insurance:

Proof (copy of bidder's/vendor's current insurance) of the below listed insurance may be required to be returned with the Bid, RFP, RFQ, and/or Contract.

As additional security for Calhoun County and as separate obligations of bidder/vendor not in conjunction with any other provisions of the Bid, RFP, RFQ, and/or Contract, bidder/vendor agrees to carry and maintain during the term of the Bid, RFP, RFQ, and/or Contract the minimum insurance coverages stated below.

Before commencing work, the successful bidder/vendor shall be required, at his own expense, to furnish the Calhoun County Auditor within ten (10) days of notification of award with a certificate(s) of liability insurance (Form ACORD 25 or equivalent) showing, at least, the following minimum insurance coverage to be in force throughout the term of the Bid, RFP, RFQ, and/or Contract. Higher rates and/or additional coverage may apply depending upon type of Bid, RFP, RFQ, and/or Contract.

- General Liability (\$100,000/\$300,000 or greater)
- Workers' Compensation (at Statutory Limits)
- Employer's Liability (\$1,000,000 or greater)
- Auto Insurance (\$100,000 BIPP/\$300,000 BIPO/\$100,000 PD or greater)
- Professional Liability Insurance (if applicable)
- Farm Liability Insurance (if applicable)

Coverages shall apply on an occurrence basis.

The certificate(s) must reflect, by policy endorsement, that Calhoun County, Texas is an additional insured on all required policies.

Each certificate of liability insurance (Form ACORD 25 or equivalent) to be furnished by successful bidder's/vendor's insurance agent shall include, by endorsement to the policy, a statement that a notice shall

be given to the Calhoun County Auditor by certified mail thirty (30) days prior to cancellation, material change, or non-renewal in coverage.

Calhoun County's receipt of or failure to object to any insurance certificates or policies submitted by the bidder/vendor does not release or diminish in any manner the liability or obligations of the bidder/vendor or constitute a waiver of any of the insurance requirements for the Bid, RFP, RFQ, and/or Contract.

Replacement certificate(s) of liability insurance (Form ACORD 25 or equivalent) evidencing continuation of such coverage and naming, by policy endorsement, Calhoun County as an additional insured, shall be furnished to the Calhoun County Auditor's office prior to the expiration of the current policies.

Should bidder/vendor at any time neglect, refuse to provide, or cancel the insurance required, Calhoun County shall have the right to terminate the Bid, RFP, RFQ, and/or Contract or pursue any remedy available by law.

The insurance coverage requirements in the Bid, RFP, RFQ, and/or contract will in no way be construed as limiting the scope of indemnification.

OSHA Requirements:

Bidder/vendor must meet all Federal and State OSHA requirements.

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease or if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease or name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

- #4 Fill in the correct information if this applies

OR

- #5 Mark an X in the Box if this applies

- #6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no interested party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINCE

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

CHANGE ORDER

No. _____

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Calhoun County

CONTRACTOR: _____

ENGINEER: Urban Engineering

CONTRACT: Improvements to Green Lake Park that include the construction of approximately 17,400 linear feet of walking trails, of which will be mowed, mulched and improved trails. Accompanying these walking trails there will be approximately 1,250 linear feet of berm cut and filled. Along these trails and the berm, five (5) culvert drainage pipes are to be installed. Along the walking trails there will be one (1) permanent bird blind built, as well as two (2) portable bird blinds.

PROJECT: Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1

OWNER's CONTRACT NO.: Bid No. 2024.12

ENGINEER's PROJECT NO.: E23596.00

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ _____
Net Increase (Decrease) from previous Change Orders No. _____ to No. _____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)By: _____
OWNER (Authorized Signature)By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

WORK CHANGE DIRECTIVE

No. _____

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Calhoun County

CONTRACTOR: _____

ENGINEER: Urban Engineering

CONTRACT: Improvements to Green Lake Park that include the construction of approximately 17,400 linear feet of walking trails, of which will be mowed, mulched and improved trails. Accompanying these walking trails there will be approximately 1,250 linear feet of berm cut and filled. Along these trails and the berm, five (5) drainage pipes are to be installed. Along the walking trails there will be one (1) permanent bird blind built, as well as two (2) portable bird blinds.

PROJECT: Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1

OWNER's CONTRACT NO.: Bid No. 2024.12

ENGINEER's PROJECT NO.: E23596.00

You are directed to make the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change):

If OWNER or CONTRACTOR believes that the above change has affected Contract Price, any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices

☐ Lump Sum

☐ Cost of the Work _____

Estimated increase (decrease) in Contract Price:

\$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract

Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days.

RECOMMENDED:
ENGINEER

AUTHORIZED:
OWNER

ACCEPTED:
CONTRACTOR

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

E23596.00 - Work Change Directive
12/24

PROJECT SPECIFICATIONS

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PROJECT SPECIFICATIONS

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Division 2 - Site Work

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SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work including work by Owner, Owner furnished products, required Work sequence, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

Work of the contract is for the Bid No. 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1 which includes improvements to Green Lake Park that include the construction of approximately 17,400 linear foot of walking trails, of which will be mowed, mulched and improved trails. Accompanying these walking trails there will be approximately 1,250 linear foot of berm cut and filled. Along these trails and the berm, five (5) culvert drainage pipes are to be installed. Along the walking trails there will be one (1) permanent bird blind built, as well as two (2) portable bird blinds.

1.03 ALTERNATES – None

1.04 WORK BY OWNER – None

1.05 OWNER FURNISHED PRODUCTS – None

1.06 REQUIRED WORK SEQUENCE – None

1.07 OWNER OCCUPANCY

- A. The Owner will occupy the site during the entire period of construction for the conduct of normal operations.
- B. Cooperate with the Owner to minimize conflict and to facilitate the Owner's operations. Coordinate Contractor's activities with Engineer.
- C. Schedule Work to accommodate this requirement.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

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SECTION 01015

CONTRACTOR USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general use of the site including properties inside and outside of the site, work affecting roadways, ramps, streets and driveways and notification to adjacent occupants.

1.02 SITE

- A. Confine access and operations and storage areas to site provided by Owner; trespassing on abutting lands or other lands in the area is not allowed.
- B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of the site.

1.03 PROPERTIES OUTSIDE OF SITE

- A. Altering the condition of properties adjacent to the site will not be permitted unless authorized by the Engineer.
- B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of the site will not be permitted.
- C. Any damage to properties outside of the site shall be repaired or replaced to the satisfaction of the Engineer and at no cost to the Owner.

1.04 USE OF SITE

- A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets.
- B. Notify Engineer 48 hours prior to closing a street or a street crossing. Permits for street closures are required in advance and are the responsibility of the Contractor.
- C. Maintain access for emergency vehicles including access to fire hydrants.
- D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.
- E. Locate and protect private lawn sprinkler systems which may exist within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work.
- F. Perform daily clean up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave buildings, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

- A. Notify individual occupants in areas to be affected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

SECTION 01015

CONTRACTOR USE OF PREMISES

- B. Include in notification name and telephone numbers of a company representative for resident contact. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.
- C. Submit proposed notification to Engineer for approval. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

- A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.
- B. Operate all trucks in accordance with applicable provisions of the City's Ordinances.
- C. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or exceptionally large or heavy trucks or equipment.
- D. Construct and maintain access roads and parking areas as specified in Section 01500 - Temporary Facilities and Controls.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

- A. Avoid hindering or needlessly inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time, except by permission of the Engineer.
- B. Obtain the Engineer's approval when the nature of the Work requires closing of an entire street. Permits required for street closure are the Contractor's responsibility. Avoid unnecessary inconvenience to abutting property owners.
- C. Remove surplus materials and debris and open each block for public use as work in that block is complete.
- D. Acceptance of any portion of the Work will not be based on return of street to public use.
- E. Avoid obstructing driveways or entrances to private property.
- F. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

- A. Provide barricades and signs in accordance with Section VI of the State of Texas Manual on Uniform Traffic Control Devices.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.02 AUTHORITY

- A. Measurement methods delineated in Specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the Specification section shall govern.
- B. Measurements and quantities submitted by the Contractor will be verified by the Engineer.
- C. Contractor shall provide necessary equipment, workers, and survey personnel as required by Engineer to verify quantities.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Engineer shall determine payment as stated in the General Conditions.
- B. If the actual Work requires greater or lesser quantities than those quantities indicated in the Unit Price Bid, provide the required quantities at the unit prices contracted, except as otherwise stated in the General Conditions.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Reinforcing steel, rolled or formed steel or other metal shapes will be measured by CRSI or AISC Manual of Steel Construction weights. Welded assemblies will be measured by CRSI or AISC Manual of Steel Construction or scale weights.
- B. Measurement by Volume:
 - 1. Stockpiles: Measured by cubic dimension using mean length, width, and height or thickness.
 - 2. Excavation and Embankment Materials: Measured by cubic dimension using the average end area method.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Price Measurement: By unit designated in the agreement.
- F. Other: Items measured by weight, volume, area, or lineal means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PAYMENT

- A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services, and incidentals; and erection, application or installation of an item of the Work; and Contractor's overhead and profit.

SECTION 01025

MEASUREMENT AND PAYMENT

- B. Total compensation for required Unit Price Work shall be included in the Unit Price Bid. Claims for payment as Unit Price Work, but not specifically covered in the list of unit prices contained in the Unit Price Bid, will not be accepted.
- C. Interim payments for stored materials will be made only for materials to be incorporated under items covered in unit prices, unless disallowed in Supplementary Conditions. Such materials must be stored on the jobsite or at a location approved by the Engineer.
- D. Progress payments will be based on the Engineer's observations and evaluations of quantities incorporated in the Work multiplied by the unit price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities determined by Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
- F. Some individual technical specifications may contain measurement and/or payment provisions that may not be consistent with the Bid Form. In all cases, the Bid Form will take precedence over the technical specifications with regard to measurement and payment.

1.06 NONCONFORMANCE ASSESSMENT

- A. Remove and replace the Work, or portions of the Work, not conforming to the Contract Documents.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:
 - 1. The nonconforming Work will remain as is, but the unit price will be adjusted to a lower price at the discretion of Engineer.
 - 2. The nonconforming Work will be modified as authorized by the Engineer, and the unit price will be adjusted to a lower price at the discretion of Engineer, if the modified work is deemed to be less suitable than originally specified.
- C. Specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of Engineer to assess the nonconforming work and identify payment adjustment is final.

1.07 NONPAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable to Engineer.
 - 2. Products determined as nonconforming before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work, unless specified otherwise.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for processing Change Orders, including:
 - 1. Assignment of a responsible individual for approval and communication of changes in the Work;
 - 2. Documentation of change in Contract Price and Contract Time;
 - 3. Change procedures, using proposals and construction contract modifications, work change directive, stipulated price change order, unit price change order, time and materials change order;
 - 4. Execution of Change Orders;
 - 5. Correlation of Contractor submittals.

1.02 REFERENCES

- A. Rental Rate Blue Book for Construction Equipment (Data Quest Blue Book). Rental Rate is defined as the full unadjusted base rental rate for the appropriate item of construction equipment.

1.03 RESPONSIBLE INDIVIDUAL

- A. Contractor shall provide a letter indicating the name and address of the individual authorized to execute change documents, and who shall also be responsible for informing others in Contractor's employ and Subcontractors of changes to the Work. The information shall be provided at the Preconstruction Conference.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

- A. Contractor shall maintain detailed records of changes in the Work. Provide full information required for identification and evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
- C. Proposals shall include, as a minimum, the following information as applicable:
 - 1. Quantities of items in the original Bid Form with additions, reductions, deletions, and substitutions.
 - 2. When Work items were not included in the Bid Form, Contractor shall provide unit prices for the new items, with supporting information as required by the Engineer.
 - 3. Justification for any change in Contract Time.
 - 4. Additional data upon request.
- D. For changes in the Work performed on a time-and-material basis, the following additional information may be required:
 - 1. Quantities and description of products and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.
 - 4. Dates and times work was performed, and by whom.
 - 5. Time records and certified copies of applicable payrolls.
 - 6. Invoices and receipts for products, rented equipment, and subcontracts, similarly documented.
- E. Rented equipment will be paid to the Contractor by actual invoice cost for the duration of time required to complete the extra work. If the extra work comprises only a portion of the rental

invoice where the equipment would otherwise be on the site, the Contractor shall compute the hourly equipment rate by dividing the actual monthly invoice by 176. (One day equals 8 hours and one week equals 40 hours.) Operating costs shall not exceed the estimated operating costs given for the item of equipment in the Blue Book.

- F. For changes in the work performed on a time-and-materials basis using Contractor-owned equipment, compute rates with the Blue Book as follows:
 - 1. Multiply the appropriate Rental Rate by an adjustment factor of 70 percent plus the full rate shown for operating costs. The Rental Rate utilized shall be the lowest cost combination of hourly, daily, weekly or monthly rates. Use 150 percent of the Rental Rate for double shifts (one extra shift per day) and 200 percent of the Rental Rate for more than two shifts per day. No other rate adjustments shall apply.
 - 2. Standby rates shall be 50 percent of the appropriate Rental Rate shown in the Blue Book. Operating costs will not be allowed.

1.05 CHANGE PROCEDURES

- A. Changes to Contract Price or Contract Time can only be made by issuance of a Change Order. Issuance of a Work Change Directive or written acceptance by the Engineer of changes will be formalized into Change Orders. All changes will be in accordance with the requirements of the General Conditions.
- B. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by the General Conditions by issuing supplemental instructions.
- C. Contractor may request clarification of Drawings, Specifications or Contract Documents or other information. Response by the Engineer to a Request for Information does not authorize the Contractor to perform tasks outside the scope of the Work. All changes must be authorized as described in this section.

1.06 PROPOSALS AND CONTRACT MODIFICATIONS

- A. The Engineer may issue a - Request for Proposal, which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications. The Engineer may also request a proposal in the response to a Request for Information. Contractor will prepare and submit its Proposal within 7 days or as specified in the request.
- B. The Contractor may propose an unsolicited change by submitting a Proposal to the Engineer describing the proposed change and its full effect on the Work, with a statement describing the reason for the change and the effect on the Contract Price and Contract Time including full documentation.

1.07 WORK CHANGE DIRECTIVE

- A. Engineer may issue a signed Work Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The document will describe changes in the Work and will designate a method of determining any change in Contract Price or Contract Time.
- C. Contractor shall proceed promptly to execute the changes in the Work in accordance with the Work Change Directive.

1.08 STIPULATED PRICE CHANGE ORDER

- A. A stipulated price Change Order will be based on an accepted Proposal including the Contractor's lump sum price quotation.

1.09 UNIT PRICE CHANGE ORDER

- A. Where Unit Prices for the affected items of Work are included in the Bid Form, the unit price Change Order will be based on unit prices as originally bid, subject to provisions of the General Conditions.
- B. Where unit prices of Work are not pre-determined in the Bid Form, Work Change Directive or accepted Proposal will specify the unit prices to be used.

1.10 TIME-AND-MATERIAL CHANGE ORDER

- A. Contractor shall provide an itemized account and supporting data after completion of change, within time limits indicated for claims in the General Conditions.
- B. Engineer will determine the change allowable in Contract Price and Contract Time as provided in the General Conditions.
- C. Contractor shall maintain detailed records of work done on time-and-material basis as specified in paragraph 1.04, Documentation of Change in Contract Price and Contract Time.
- D. Contractor shall provide full information required for evaluation of changes, and shall substantiate costs for changes in the Work.

1.11 EXECUTION OF CHANGE DOCUMENTATION

- A. Engineer will issue Change Orders, Work Change Directives, or accepted Proposals for signatures of parties as described in the General Conditions.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

- A. For Stipulated Price Contracts, Contractor shall promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- B. For Unit Price Contracts, the next monthly estimate of work after acceptance of a Change Order will be revised to include any new items not previously included and the appropriate unit rates.
- C. Contractor shall promptly revise progress schedules to reflect any change in Contract Time, and shall revise schedules to adjust time for other items of work affected by the change, and resubmit for review.
- D. Contractor shall promptly enter changes to the on-site and record copies of the Drawings, Specifications or Contract Documents as required in Section 01720 - Project Record Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01040

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general coordination including preconstruction conference, site mobilization conference, and progress meetings.

1.02 RELATED DOCUMENTS

- A. Coordination is required throughout the documents. Refer to all of the Contract Documents and coordinate as necessary.

1.03 ENGINEER AND REPRESENTATIVES

- A. The Engineer may act directly or through designated representatives as defined in the General Conditions and as identified by name at the preconstruction conference.

1.04 CONTRACTOR COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Specifications sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of Work for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- C. Coordinate access to site for correction of nonconforming Work to minimize disruption of Owner's activities where Owner is in partial occupancy.

1.05 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a preconstruction conference.
- B. Attendance Required: Engineer's representatives, Consultants, Contractor, and major Subcontractors.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Designation of personnel representing the parties in Contract, and the Consultant.
 - 3. Review of insurance.
 - 4. Discussion of formats proposed by the Contractor for schedule of values, and construction schedule.
 - 5. Procedures and processing of shop drawings and other submittals, substitutions, pay estimates or applications for payment, Requests for Information, Request for Proposal, Change Orders, and Contract closeout.
 - 6. Scheduling of the Work and coordination with other contractors.
 - 7. Review of Subcontractors.
 - 8. Appropriate agenda items listed for Site Mobilization Conference, paragraph 1.06 C, when preconstruction conference and site mobilization conference are combined.
 - 9. Procedures for testing.
 - 10. Procedures for maintaining record documents.

1.06 SITE MOBILIZATION CONFERENCE

- A. When required by the Contract Documents, Engineer will schedule a conference at the Project site prior to Contractor occupancy.

SECTION 01040

COORDINATION AND MEETINGS

B. Attendance Required: Engineer representatives, Consultants, Contractor's Superintendent, and major Subcontractors.

C. Agenda:

1. Use of premises by Owner and Contractor
2. Safety and first aid procedures
3. Construction controls provided by Owner
4. Temporary utilities
5. Survey and layout
6. Security and housekeeping procedures

1.07 PROGRESS MEETINGS

A. Project meetings shall be held at Project field office or other location as designated by the Engineer. Meeting shall be held at monthly intervals, or more frequent intervals if directed by Engineer.

B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Engineer representatives, and Consultants as appropriate to agenda topics for each meeting.

C. Engineer or his representative will make arrangements for meetings and recording minutes.

D. Engineer or his representative will prepare the agenda and preside at meetings.

E. Contractor shall provide required information and be prepared to discuss each agenda item.

F. Agenda:

1. Review minutes of previous meetings
2. Review of Work progress schedule submittal, and pay estimates, payroll and compliance submittals
3. Field observations, problems, and decisions
4. Identification of problems which impede planned progress
5. Review of submittals schedule and status of submittals
6. Review of Request for Information and Request for Proposal status
7. Change order status
8. Review of off-site fabrication and delivery schedules
9. Maintenance of progress schedule
10. Corrective measures to regain projected schedules
11. Planned progress during succeeding work period
12. Coordination of projected progress
13. Maintenance of quality and work standards
14. Effect of proposed changes on progress schedule and coordination
15. Other items relating to Work

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01050

FIELD SURVEYING

PART 1 GENERAL

1.01 QUALITY CONTROL

- A. Conform to State of Texas laws for surveys requiring licensed surveyors. Employ a land surveyor acceptable to Engineer, if required.

1.02 SUBMITTALS

- A. Submit to Engineer the name, address, and telephone number of Surveyor before starting survey work.
- B. Submit documentation verifying accuracy of survey work on request.
- C. Submit information under provisions of Section 01300 - Submittals.

1.03 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Submit Record Documents under provisions of Section 01720 - Project Record Documents.

1.04 EXAMINATION

- A. Verify locations of survey control points prior to starting Work.
- B. Notify Engineer immediately of any discrepancies discovered.

1.05 SURVEY REFERENCE POINTS

- A. Control datum for survey is that established by Owner-provided survey as indicated on Drawings or in the Special Conditions.
- B. Locate and protect survey control points, including property corners, prior to starting site work; preserve permanent reference points during construction.
- C. Notify Engineer 48 hours in advance of need for relocation of reference points due to changes in grades or other reasons.
- D. Report promptly to Engineer the loss or destruction of any reference point.
- E. Contractor shall reimburse Owner for cost of reestablishment of permanent reference points disturbed by Contractor's operations.

1.06 SURVEY REQUIREMENTS

- A. Utilize recognized engineering survey practices.
- B. Establish a minimum of two permanent benchmarks on site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- C. Establish elevations, lines and levels to provide quantities required for measurement and payment and to provide appropriate controls for the Work. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading; fill and topsoil placement; utility locations, slopes, and invert elevations.

SECTION 01050

FIELD SURVEYING

2. Grid or axis for structures.

D. Verify periodically layouts by same means.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Section includes general quality assurance as related to Reference Standards and a list of references.

1.02 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on the date as stated in the General Conditions.
- C. Request clarification from Engineer before proceeding should specified reference standards conflict with Contract Documents.

1.03 SCHEDULE OF REFERENCES

AASHTO American Association of State Highway and Transportation Officials
444 North Capitol Street, N.W.
Washington, DC 20001

ACI American Concrete Institute
P.O. Box 19150
Reford Station
Detroit, MI 48219-0150

AGC Associated General Contractors of America
1957 E Street, N.W.
Washington, DC 20006

AI Asphalt Institute
Asphalt Institute Building
College Park, MD 20740

AITC American Institute of Timber Construction
333 W. Hampden Avenue
Englewood, CO 80110

AISC American Institute of Steel Construction
400 North Michigan Avenue, Eighth Floor
Chicago, IL 60611

AISI American Iron and Steel Institute
1000 16th Street, N.W.
Washington, DC 20036

ASME American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017

SECTION 01090

REFERENCE STANDARDS

ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
API	American Petroleum Institute 1220 L Street, N.W. Washington, DC 20005
AREA	American Railway Engineering Association 50 F Street, N.W. Washington, DC 20001
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society P.O. Box 35104 Miami, FL 33135
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRD	U.S.A. Corps. of Engineers
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60173-4758
EJMA	Expansion Joint Manufacturers Association 707 Westchester Avenue White Plains, NY 10604
FS	Federal Standardization Documents General Services Administration, Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
ICEA	Insulated Cable Engineer Association P.O. Box 440 S. Yarmouth, MA 02664

SECTION 01090

REFERENCE STANDARDS

IEEE	Institute of Electrical and Electronics Engineers 445 Hoes Lane P.O. Box 1331 Piscataway, NJ 0855-1331
MIL	Military Specifications General Services Administration, Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
NACE	National Association of Corrosion Engineers P. O. Box 986 Katy, TX 77450
NEMA	National Electrical Manufacturers' Association 2101 L Street, N.W., Suite 300 Washington, DC 20037
NFPA	National Fire Protection Association Batterymarch Park, P.O. Box 9101 Quincy, MA 02269-9101
OSHA	Occupational Safety Health Administration U.S. Department of Labor, Government Printing Office Washington, DC 20402
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083
PCI	Prestressed Concrete Institute 201 North Wacker Drive Chicago, IL 60606
SDI	Steel Deck Institute Box 9506 Canton, OH 44711
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality P. O. Box 13087 Austin, TX 78711-3087
TxDOT	Texas Department of Transportation 11th and Brazos Austin, TX 78701 2483
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

SECTION 01090

REFERENCE STANDARDS

UNI-BELL UNI-BELL Pipe Association
 2655 Villa Creek Drive, Suite 155
 Dallas, TX 75234

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures for:
 - 1. Schedule of Values
 - 2. Construction Schedules
 - 3. Shop Drawings, Product Data, and Samples
 - 4. Operations and Maintenance Data
 - 5. Manufacturer's Certificates
 - 6. Construction Photographs
 - 7. Project Record Documents
 - 8. Design Mixes

1.02 SUBMITTAL PROCEDURES

- A. Scheduling and Handling
 - 1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal is approved.
 - 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor.
 - 3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. No quantities will be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.
 - 4. Submit five copies of documents unless otherwise specified in the following paragraphs or in the Specifications.
 - 5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
 - 6. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.
- B. Transmittal Form and Numbering
 - 1. Transmit each submittal to the Engineer with a transmittal form.
 - 2. Sequentially number each transmittal form beginning with the number 1. Resubmittals shall use the original number with an alphabetic suffix (i.e., 2A for first resubmittal of Submittal 2 or 15C for third resubmittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
 - 3. Identify variations from requirements of Contract Documents and identify product or system limitations.
- C. Contractor's Certification
 - 1. Each submittal shall contain a statement, signed by the Contractor, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.

1.03 SCHEDULE OF VALUES

- A. Submit a Schedule of Values at least 10 days prior to the first Application for Payment. A Schedule of Values shall be provided for each of the items indicated as Lump Sum (LS) in the Unit Price Bid for which the Contractor requests to receive progress payments.
- B. Schedule of Values shall be typewritten on 8-1/2" x 11", plain bond, white paper. Use the Table of Contents of this Project Manual as a format for listing costs of Work by Section.
- C. Round off figures for each listed item to the nearest \$100.00 except for the value of one item, if necessary, to make the total price for all items listed in the Schedule of Values equal to the applicable lump sum amount in the Unit Price Bid.
- D. For Unit Price Contracts, items should include a proportional share of Contractor's overhead and profit, such that the total of all items listed in the Schedule of Values equals the Contract amount. For Stipulated Price Contracts, mobilization, bonds, and insurance may be listed as separate items in the Schedule of Values.
- E. For lump sum equipment items where submittal of operations and maintenance data and testing are required, include a separate item for equipment operation and maintenance data submittal valued at 5 percent of the lump sum amount and a separate item for testing and adjusting valued at 5 percent of the lump sum amount.
- F. Revise the Schedule of Values and resubmit for items affected by Contract Modifications, Change Orders, and Work Change Directives. Submit revised Schedule of Values 10 days prior to the first Application for Payment after the changes are approved by the Engineer.

1.04 CONSTRUCTION SCHEDULES

- A. Submit Construction Schedules for the Work in accordance with the requirements of this Section. The Construction Schedule Submittal shall be a bar chart, either computer generated, or prepared manually and a narrative report.
- B. During the Pre-construction Meeting, as noted in Section 01040 - Coordination and Meetings, the Contractor shall provide a sample of the format to be used for the Construction Schedule Submittal. The format is subject to approval by the Engineer. Review of the submittal will be provided within 7 days of the submittal of the sample.
- C. Within 7 days of the receipt of approval of the Contractor's format, or 14 days of the Notice to Proceed, whichever is later, the Contractor shall submit a proposed Construction Schedule for review. The Construction Schedule Submittal shall meet the following requirements:
 - 1. The schedule shall usually include a total of at least 20 but not more than 50 activities. Fewer activities may be accepted, if approved by the Engineer.
 - 2. For projects with work at different physical locations, each location should be indicated separately within the schedule.
 - 3. For projects with multiple crafts or significant subcontractor components, these elements should be indicated separately within the schedule.
 - 4. For projects with multiple types of tasks within the scope, these types of work should be indicated separately within the schedule.
 - 5. For projects with significant major equipment items or materials worth over 30 percent of the Total Contract Price, the schedule shall indicate dates when these items are to be purchased, when they are to be delivered, and when installed.
 - 6. For projects where operating plants are involved, each period of work which will require the shut down of any process or operation shall be identified in the Schedule and must be agreed to by the Engineer prior to starting work in the area.

7. A tabulation of the estimated monthly billings for the work shall be prepared and submitted by the Contractor with the first schedule submittal. This information is not required in the monthly updates, unless significant changes in Work require resubmittal of the schedule for review. The total for each month and a cumulative total will be indicated. These monthly forecasts are only for planning purposes of the Engineer. Monthly payments for actual work completed will be made by the Engineer in accordance with the General Conditions.
- D. The Contractor must receive approval of the Engineer for the Schedule and billing estimate prior to the first monthly Application for Payment. No payment will be made until these are accepted.
- E. Upon written request from the Engineer, the Contractor shall revise and submit for approval all or any part of the Construction Schedule to reflect changed conditions in the Work or deviations made from the original plan and schedule.
- F. The Contractor's Construction Schedule shall thereafter be updated with the Actual Start and Actual Finish Dates, Percent Complete, and Remaining Duration of each Activity and submitted monthly. The date to be used in updating the monthly Construction Schedule shall be the same Date as is used in the monthly Application for Payment. This monthly update of the schedule shall be required before the monthly Application for Payment will be processed for payment.
- G. The narrative Schedule Report shall include a description of changes made to the Construction Schedule; Activities Added to the Schedule; Activities Deleted from the Schedule; any other changes made to the Schedule other than the addition of Actual Start Dates and Actual Finish Dates and Remaining Durations.

1.05 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Shop Drawings
 1. Submit shop drawings for review as required by the Specifications.
 2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each drawing.
 3. The drawings shall accurately and distinctly present the following:
 - a. Field and erection dimensions clearly identified as such
 - b. Arrangement and section views
 - c. Relation to adjacent materials or structure including complete information for making connections between work under this Contract and work under other contracts
 - d. Kinds of materials and finishes
 - e. Parts list and descriptions
 - f. Assembly drawings of equipment components and accessories showing their respective positions and relationships to the complete equipment package
 - g. Where necessary for clarity, identify details by reference to drawing sheet and detail numbers, schedule or room numbers as shown on the Contract Drawings.
 4. Drawings shall be to scale, and shall be a true representation of the specific equipment or item to be furnished.
- B. Product Data
 1. Submit product data for review as required in Specification sections.
 2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each data item submitted.
 3. Mark each copy to identify applicable products, models, options to be used in this Project. Supplement manufacturers' standard data to provide information unique to this Project, where required by the Specifications.

SECTION 01300

SUBMITTALS

4. For products specified only by reference standard, give manufacturers, trade name, model or catalog designation and applicable reference standard.
5. For products proposed as alternates to "approved" products, as described in Section 01630 - Product Options and Substitutions, provide all information required to demonstrate the proposed products meet the level of quality and performance criteria of the "approved product".

C. Samples

1. Submit samples for review as required by the Specifications.
2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each sample or a firmly attached sheet of paper.
3. Submit the number of samples specified in Specifications; one of which will be retained by the Engineer.
4. Reviewed samples which may be used in the Work are identified in Specifications.

1.06 OPERATIONS AND MAINTENANCE DATA

- A. When specified in Specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, operation, adjusting, finishing, and maintenance.
- B. Contractor's Certification, as described in paragraph 1.02C, shall be placed on front page of each document.
- C. Identify conflicts between manufacturers' instructions and Contract Documents.

1.07 MANUFACTURER'S CERTIFICATES

- A. When specified in Specification sections, submit manufacturers' certificate of compliance for review by Engineer.
- B. Contractor's Certification, as described in paragraph 1.02C, shall be placed on front page of the certificate.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.08 CONSTRUCTION PHOTOGRAPHS

- A. When required, submit photographs in accordance with Section 01380.

1.09 PROJECT RECORD DOCUMENTS

- A. Submit Project Record Documents in accordance with Section 01720 - Project Record Documents.

1.10 DESIGN MIXES

- A. When specified in Specifications, submit design mixes for review.
- B. Contractor's Certification as described in paragraph 1.02C, shall be placed on front page of each design mix.

SECTION 01300

SUBMITTALS

- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

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SECTION 01380

CONSTRUCTION PHOTOGRAPHS AND VIDEOS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for construction photographs and video submittals.

1.02 UNIT PRICES

- A. No separate payment will be made for work under this section. Include the cost in the unit price of related work.

1.03 SUBMITTALS

- A. Submit one (1) copy of photographs and/or videos to the Engineer.

PART 2 PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS AND VIDEOS

- A. Prior to the commencement of any construction, take photographs and/or videos which adequately and completely show the project area.

2.02 POST CONSTRUCTION PHOTOGRAPHS AND VIDEOS

- A. On completion of construction, provide photographs and/or videos of the entire project site including any public or private property which has been repaired or restored and any damage which is the subject of complaints.

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing Laboratory Services and Contractor responsibilities related to those services.

1.02 SELECTION AND PAYMENT

- A. Owner will employ and pay for services of an independent testing laboratory to perform inspection and testing identified in individual Specification sections.
- B. Employment of testing laboratory shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- C. Contractor shall schedule and monitor testing as required to provide timely results and to avoid delay to the Work.

1.03 LABORATORY REPORTS

- A. The Engineer will receive three copies, and the Contractor will receive two copies of laboratory reports from the testing laboratory. One of the Contractor's copies shall remain at site field office for duration of project. Test results which indicate non-conformance shall be transmitted immediately via fax from the testing laboratory, to the Contractor and Engineer.

1.04 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Notify Engineer, and laboratory 24 hours prior to expected time for operations requiring inspection and testing services. Notify Consultant if specification section requires the presence of the Consultant.
- B. Cooperate with laboratory personnel in collecting samples to be tested or collected on site.
- C. Provide access to the Work and to manufacturer's facilities.
- D. Provide samples to laboratory in advance of their intended use to allow thorough examination and testing.
- E. Provide incidental labor and facilities for access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.
- F. Arrange with laboratory and pay for
 - 1. All failed tests.
 - 2. Retesting for nonconforming Work.
 - 3. Additional sampling and tests requested by Contractor beyond specified requirements.

SECTION 01410

TESTING LABORATORY SERVICES

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 CONDUCTING TESTING

- A. Laboratory sampling and testing shall conform to ASTM D3740 and ASTM E329, plus other test standards specified in individual Specification sections.
- B. The frequency or number of tests specified in individual sections may be decreased at the discretion of the Engineer.

END OF SECTION

SECTION 01420

INSPECTION SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Inspection services and references.

1.02 INSPECTION

- A. The Owner may appoint an Inspector to perform inspections, tests, and other services specified in individual specification Sections.
- B. Alternately, the Engineer may appoint, employ, and pay an independent firm to provide additional inspection or construction management services.
- C. Reports will be submitted by the independent firm to Engineer, Consultant, and Owner, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Assist and cooperate with the Inspector; furnish samples of materials, design mix, equipment, tools, and storage.
- E. Notify Engineer 24 hours prior to expected time for operations requiring services. Notify Consultant and independent firm when noted.
- F. Sign and acknowledge report for Inspector.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary facilities and the necessary controls for the project including utilities, telephone, sanitary facilities, field office, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, disposal of trash, debris, and excavated material, pest and rodent control, water runoff and erosion control.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. The facilities and controls specified in this section are considered minimum for the Project. The Contractor may provide additional facilities and controls for the proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.
- B. Comply with applicable requirements specified in other sections of the Specifications.
 - 1. Maintain and operate temporary facilities and systems to assure continuous service.
 - 2. Modify and extend systems as Work progress requires.
 - 3. Completely remove temporary materials and equipment when their use is no longer required.
 - 4. Restore existing facilities used for temporary services to specified or to original condition as specified by the Engineer.

1.03 TEMPORARY UTILITIES

- A. Obtaining Temporary Service.
 - 1. Make arrangements with utility service companies for temporary services.
 - 2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.
 - 3. Be responsible for utility service costs until the Work is substantially complete. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.
- B. Water.
 - 1. Provide water required for and in connection with Work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.
 - 2. For water to be drawn from public fire hydrants, obtain special permit or license from the proper officials. Install backflow preventor on fire hydrant supply.
 - 3. Provide and maintain an adequate supply of potable water for domestic consumption by Contractor personnel.
- C. Electricity and Lighting.
 - 1. Provide electric power service as required for the Work, including testing of Work. Provide power for lighting, operation of the Contractor's equipment, or for any other use by Contractor.
 - 2. Electric power service includes temporary power service or generator to maintain plant operations during any scheduled shutdown.
 - 3. Minimum lighting level shall be 5 foot-candles for open areas; 10-foot-candles for stairs and shops.
- D. Temporary Heat and Ventilation.
 - 1. Provide temporary heat as necessary for protection or completion of the Work.
 - 2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

E. Telephone.

1. Provide emergency telephone service at the Contractor's field office, or by mobile telephone, for use by Contractor personnel and others performing work or furnishing services at the site.

F. Sanitary Facilities.

1. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.
2. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewage and waste hauled off-site and properly disposed in accordance with local regulations.
3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

1.04 FIELD OFFICE

- A. Provision of a field office is not required. If the Contractor chooses to provide one, locate it in a place approved by the Engineer.

1.05 STORAGE OF MATERIALS

- A. Provide adequately ventilated, watertight storage facilities with floor above ground level for materials and equipment susceptible to weather damage.
- B. Storage of materials not susceptible to weather damage may be on blocks off the ground.
- C. Store materials in a neat and orderly manner. Place materials and equipment to permit easy access for identification, inspection and inventory.

1.06 SAFETY REQUIREMENTS

- A. Submit and follow a safety program. Include in the safety program documented response to trench safety requirements as specified in Section 01526 - Trench Safety System.
- B. Conduct operations in strict accord with applicable Federal, State and local safety codes and statutes and with good construction practice. The Contractor is fully responsible and obligated to establish and maintain procedures for safety of all work, personnel and equipment involved in the Project.
- C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970, and to any other legislation enacted for safety and health of Contractor employees. Such safety and health standards apply to subcontractors and their employees as well as to the Contractor and its employees.
- D. Observance of and compliance with the regulations shall be solely and without qualification the responsibility of the Contractor without reliance or superintendence of or direction by the Engineer or the Engineer's representative. Immediately advise the Engineer of investigation or inspection by Federal Safety and Health inspectors of the Contractor or subcontractor's work or place of work on the job site under this Contract, and after such investigation or

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

inspection, advise the Engineer of the results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

- E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test such devices frequently to assure their functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidences of contamination, immediate take appropriate steps to seal off entry of contaminated liquids to the Work area.
- F. Safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and safety equipment, in the specifications and shown on the Drawings are obligations of the Contractor.
- G. Maintain required coordination with the local Police and Fire Departments during the entire period covered by the Contract.

1.07 FIRST AID EQUIPMENT

- A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.
- B. Have at least one person thoroughly trained in first aid procedures present on the site whenever Work is in progress.

1.08 FIRE PROTECTION

- A. Fire Protection Standards.
 - 1. Conform to specified fire protection and prevention requirements as well as those which may be established by Federal, State, or local governmental agencies.
 - 2. Comply with all applicable provisions of NFPA Standard No. 241, Safeguarding Building Construction and Demolition Operations.
 - 3. Provide portable fire extinguishers, rated not less than 2A or 5B in accordance with NFPA Standard No. 10, Portable Fire Extinguishers, for each temporary building, and for every 3000 square feet of floor area of facilities under construction.
 - 4. Locate portable fire extinguishers within 50 feet maximum from any point in the Project area.
- B. Fire Prevention and Safety Measures.
 - 1. Prohibit smoking in hazardous areas. Post suitable warning signs in areas which are continuously or intermittently hazardous.
 - 2. Use metal safety containers for storage and handling of flammable and combustible liquids.
 - 3. Do not store flammable or combustible liquids in or near stairways or exits.
 - 4. Maintain clear exits from all points within a structure.

1.09 SECURITY MEASURES

- A. Protect all Work materials, equipment, and property from loss, theft, damage, and vandalism. Contractor's duty to protect property includes Owner's property.
- B. If existing fencing or barriers are breached or removed for purposes of construction. Provide and maintain temporary security fencing equal to existing.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

1.10 PROTECTION OF PUBLIC UTILITIES

- A. Prevent damage to existing public utilities during construction. These utilities are shown on the Drawings at their approximate locations. Give owners of these utilities at least 48 hours notice before commencing Work in the area, for locating the utilities during construction, and for making adjustments or relocation of the utilities when they conflict with the proposed Work.

1.11 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions.

1. Take precautions, provide programs, and take actions necessary to protect the Work and public and private property from damage.
2. Take action to prevent damage, injury or loss, including, but not limited to, the following:
 - a. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with progress of the Work or the Work of any other contractor, any utility service company, or the Owner's operations.
 - b. Provide suitable storage for materials which are subject to damage by exposure to weather, theft, breakage, or otherwise.
 - c. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
 - d. Frequently clean up refuse, rubbish, scrap materials, and debris caused by construction operations, keeping the Project site safe and orderly.
 - e. Provide safe barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways, and other hazardous areas.
3. Obtain written consent from proper parties before entering or occupying with workers, tools, materials or equipment, privately-owned land except on easements provided for construction.
4. Assume full responsibility for the preservation of public and private property on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect, or misconduct in execution of the Work by the Contractor, it shall be restored by the Contractor to a condition equal to or better than that existing before the damage was done.

B. Barricades and Warning Signals.

1. Where Work is performed on or adjacent to any roadway, right-of-way, or public place, furnish and erect barricades, fences, lights, warning signs, and danger signals; provide watchmen; and take other precautionary measures for the protection of persons or property and protection of the Work. Conform to Section 01570 - Traffic Control and Regulation.

C. Tree and Plant Protection.

1. Protect trees and plants as shown on plans.

D. Protection of Existing Structures.

1. Underground Structures:
 - a. Underground structures are defined to include, but not be limited to, sewer, water, gas, and other piping, and manholes, chambers, electrical and signal conduits, tunnels, and other existing subsurface installations located within or adjacent to the limits of the Work.
 - b. Known underground structures, including water, sewer, electric, and telephone services are shown on the Drawings in accordance with the best information available, but is not guaranteed to be correct or complete.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- c. Explore ahead of trenching and excavation work and uncover obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption of utility services. Restore to original condition damages to underground structure at no additional cost to the Owner.
 - d. Necessary changes in location of the Work may be made by the Engineer to avoid unanticipated underground structures.
 - e. If permanent relocation of an underground structure or other subsurface installations is required and not otherwise provided for in the Contract Documents, the Engineer will direct Contractor in writing to perform the Work, which shall be paid for under the provisions for changes in the Contract Price as described in the General Conditions.
- 2. Surface Structures:
 - a. Surface structures are defined as existing buildings, structures and other constructed installations above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground surface.
- 3. Protection of Underground and Surface Structures:
 - a. Support in place and protect from direct or indirect injury to underground and surface structures located within or adjacent to the limits of the Work. Install such supports carefully and as required by the party owning or controlling such structure. Before installing structure supports, Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the owner of the structure.
 - b. Avoid moving or in any way changing the property of public utilities or private service corporations without prior written consent of a responsible official of that service or public utility. Representatives of these utilities reserve the right to enter within the limits of this project for the purpose of maintaining their properties, or of making such changes or repairs to their property that may be considered necessary by performance of this Contract.
 - c. Notify the owners and/or operators of utilities and pipelines of the nature of construction operations to be performed and the date or dates on which those operations will be performed. When construction operations are required in the immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working days advance notice. Probe and flag the location of underground utilities prior to commencement of excavation. Keep flags in place until construction operation reach and uncover the utility.
 - d. Assume risks attending the presence or proximity of underground and surface structures within or adjacent to the limits to the Work including but not limited to damage and expense for direct or indirect injury caused by the Work to any structure. Immediately repair damage caused, to the satisfaction of the owner of the damaged structure.
- E. Protection of Installed Products.
 - 1. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.
 - 2. Control traffic to prevent damage to equipment, materials, and surfaces.

1.12 ROADS AND PARKING

- A. Prevent interference with traffic and Owner operations on existing roads.
- B. Designate temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Locate as approved by Engineer.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- C. Minimize use by construction traffic of existing streets and driveways.
- D. Do not allow heavy vehicles or construction equipment in existing parking areas.

1.13 ENVIRONMENTAL CONTROLS

- A. Provide and maintain methods, equipment, and temporary construction as necessary for controls over environmental conditions at the construction site and adjacent areas.
- B. Comply with statutes, regulations, and ordinances which relate to the proposed Work for the prevention of environmental pollution and preservation of natural resources, including but not limited to the National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.
- C. Recognize and adhere to the environmental requirements of the Project. Disturbed areas shall be strictly limited to boundaries established by the Contract Documents. Particularly avoid pollution of "on-site" streams, sewers, wells, or other water sources.
- D. Burning of rubbish, debris or waste materials is not permitted.

1.14 POLLUTION CONTROL

- A. Provide methods, means, and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.
- B. Provide equipment and personnel to perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.
- E. Use equipment during construction that conforms to current Federal, State, and local laws and regulations.

1.15 PEST AND RODENT CONTROL

- A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.
- B. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.16 NOISE CONTROL

- A. Provide vehicles, equipment, and construction activities that reduce noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and City Ordinances and in no case will noise levels be permitted which create a nuisance in the surrounding neighborhoods.
- B. Conduct construction operations during daylight hours except as approved by Engineer.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

1.17 DUST CONTROL

- A. Control objectionable dust caused by operation of vehicles and equipment. Apply water or use other methods, subject to approval of the Engineer, which will control the amount of dust generated.

1.18 WATER RUNOFF AND EROSION CONTROL

- A. Provide methods to control surface water, runoff, subsurface water, and water pumped from excavations and structures to prevent damage to the Work, the site, or adjoining properties.
- B. Control fill, grading and ditching to direct water away from excavations, pits, and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, sedimentation or damage.
- C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.
- D. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with environmental requirements.
- E. Retain existing drainage patterns external to the construction site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions.
- F. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - 1. Keep to a minimum the area of bare soil exposed at one time.
 - 2. Provide temporary control measures, such as berms, dikes, and drains.
- G. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- H. Inspect earthwork periodically to detect any evidence of the start of erosion. Apply corrective measures as required to control erosion.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01505

MOBILIZATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mobilization of construction equipment and facilities onto the site.

1.02 UNIT PRICES

- A. Measurement for mobilization is on a lump sum basis.
- B. Mobilization payments will be included in monthly payment estimates upon written application by Contractor subject to the following provisions:
 - 1. Authorization for payment of the contract price for mobilization, up to an amount equal to 5% of the total Contract Price, will be made upon the mobilization of personnel, construction equipment, and facilities onto the site and the receipt and approval by Engineer of the following items, as applicable:
 - a. Schedule of values, if required by Section 01010
 - b. Trench Safety Program
 - c. Construction Schedule
 - d. Pre-construction Photographs
 - 2. Authorization for payment of the contract price for mobilization in excess of 5% of the total Contract Price, if any, will be made on a proration based on the percentage completed of Work throughout the remainder of the project.
- C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Options for making product or process selections
- B. Procedures for proposing equivalent construction products or processes, including preapproved, and approved products or processes

1.02 DEFINITIONS

- A. Product: Means materials, equipment, or systems incorporated into the Project. Product does not include machinery and equipment used for production, fabrication, conveying, and erection of the Work. Products may also include existing materials or components designated for re-use.
- B. Process: Any proprietary system or method for installing system components resulting in an integral, functioning part of the Work. For this Section, the word Product includes Processes.

1.03 SELECTION OPTIONS

- A. Preapproved Products: Construction products of certain manufacturers or suppliers are designated in the Specifications as preapproved. Products of other manufacturers or suppliers will not be acceptable for this Project and will not be considered under the submittal process for approving alternate products.
- B. Approved Products: Construction products or processes of certain manufacturers or suppliers designated in the Specifications followed by the words "or approved equal." Approval of alternate products or processes not listed in the Specifications may be obtained by following the submittal procedures specified in Section 01300 - Submittals. The procedure for approval of alternate products is not applicable to preapproved products.
- C. Product Compatibility: To the maximum extent possible, provide products that are of the same type or function from a single manufacturer, make, or source. Where more than one choice is available as a Contractor's option, select a product which is compatible with other products already selected, specified, or in use by the Owner.

1.04 CONTRACTOR'S RESPONSIBILITY

- A. Furnish information the Engineer deems necessary to judge equivalency of the alternate product.
- B. Pay for laboratory testing, as well as any other review or examination costs, needed to establish the equivalency between products in order to obtain information upon which the Engineer can base a decision.
- C. If the Engineer determines that an alternate product is not equal to that named in the Specifications, the Contractor shall furnish one of the specified products.

1.05 ENGINEER'S REVIEW

- A. Alternate products or processes may be used only if approved in writing by the Engineer. The Engineer's determination regarding acceptance of a proposed alternate product is final.
- B. Alternate products will be accepted if the product is judged by the Engineer to be equivalent to the specified product or to offer substantial benefit to the Owner.

SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

- C. The Owner retains the right to accept any product or process deemed advantageous to the Owner, and similarly, to reject any product or process deemed not beneficial to the Owner.

1.06 SUBSTITUTION PROCEDURE

- A. Collect and assemble technical information applicable to the proposed product to aid in determining equivalency as related to the approved product specified.
- B. Submit a written request for a construction product to be considered as an alternate product.
- C. Submit the product information after the effective date of the Agreement and within the time period allowed for substitution submittals given in the General Conditions. After the submittal period has expired, requests for alternate products will be considered only when a specified product becomes unavailable because of conditions beyond the Contractor's control.
- D. Submit five copies of each request for alternate product approval. Include the following information:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents
 - 2. For products:
 - a. Product identification, including manufacturer's name and address
 - b. Manufacturer's literature with product description, performance and test data, and reference standards
 - c. Samples, as applicable
 - d. Name and address of similar projects on which product was used and date of installation. Include the name of the Owner, Architect/Engineer, and installing contractor.
 - 3. For construction methods:
 - a. Detailed description of proposed method
 - b. Drawings illustrating methods
 - 4. Itemized comparison of proposed substitution with product or method specified
 - 5. Data relating to changes in construction schedule
 - 6. Relation to separate contracts, if any
 - 7. Accurate cost data on proposed substitution in comparison with product or method specified.
 - 8. Other information requested by the Engineer.
- E. Approved alternate products will be subject to the same review process as the specified product would have been for shop drawings, product data, and samples.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures including final submittals such as operation and maintenance data, warranties, and spare parts and maintenance materials.

1.02 CLOSEOUT PROCEDURES

- A. Comply with the General Conditions regarding Final Completion and Final Payment when Work is complete and ready for Engineer's final inspection.
- B. Provide Project Record Documents in accordance with Section 01720 – Project Record Documents.
- C. Complete or correct items on punch list, with no new items added. Any new items will be addressed during warranty period.
- D. The Owner will occupy portions of the Work as specified in other Sections.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and temporary construction facilities from the site following the final test of utilities and completion of the work.

1.04 OPERATION AND MAINTENANCE DATA

- A. Submit operations and maintenance data as noted in Section 01300 - Submittals.

1.05 WARRANTIES

- A. Provide one original of each warranty from Subcontractors, suppliers, and manufacturers.
- B. Provide Table of Contents and assemble warranties in 3-ring/D binder with durable plastic cover.
- C. Submit warranties prior to final Application for Payment.
- D. Warranties shall commence in accordance with the requirements in the General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Maintenance and Submittal of Record Documents and Samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain one record copy of documents at the site.
- B. Store Record Documents and samples in field office if a field office is required by Contract Documents, or in a secure location. Provide files, racks, and secure storage for Record Documents and samples.
- C. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and Samples available for inspection by Engineer.

1.03 RECORDING

- A. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- B. Contract Drawings and Shop Drawings: Legibly mark each item to record all actual construction, or "as built" conditions, including:
 - 1. Measured horizontal locations and elevations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Elevations of underground utilities referenced to benchmark utilized for project.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by modifications.
 - 5. Details not on original contract drawings.
 - 6. References to related shop drawings and Modifications.
- C. Record information with a red pen or pencil on a set of blue line opaque drawings, provided by Engineer.

1.04 SUBMITTALS

- A. At contract closeout, deliver Project Record Documents to Engineer.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 02485

TREATED TIMBER STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, treating, inspecting, handling, and installation of treated timber required to complete the project.

1.02 UNIT PRICES

- A. Treated timber shall not be measured directly but shall be considered subsidiary to the other bid items listed in the proposal form.

1.03 SUBMITTALS

- A. The Contractor shall submit the following documentation to the Engineer prior to delivery of materials to the site:
 - 1. Name, address and telephone number of the company(s) responsible for treatment of the timber.
 - 2. Certification from the treatment company stating that the timber meets all requirements of the specifications; that the minimum grade is equal to or better than that specified; that the moisture content of the wood is in accordance with that specified; that the minimum retention of preservative is as specified; that any required secondary treatment including water repellent or polymer coating is as specified. The Owner may use an independent laboratory to perform additional testing on the material at any time during or after construction to ensure adherence to the specifications.
 - 3. Technical data and manufacturer's recommendations on field application for the Copper Naphthenate preservative to be used for field treatment of all cut ends and drill holes.

PART 2 PRODUCTS

2.01 PRESERVATIVE FOR PRESSURE TREATMENT

- A. CCA – CCA preservative may only be used in applications requiring saltwater submersion. The preservative used for pressure treatment of pilings and timbers shall be Type C, Chromated Copper Arsenate (CCA) in accordance with AWPA Standard U1. The preservative shall be formulated using only the oxide forms of the chemicals. All wood products shall be pressure treated to conform to the requirements of AWPA Standard C1.
- B. MCA - The preservative used for pressure treatment of decking shall be Micronized Copper Azole (MCA) in accordance with AWPA Standard U1. All wood products shall be pressure treated to conform to the requirements of AWPA Standard T1.

2.02 TREATED TIMBER PILES

- A. Treated timber piles shall be southern pine, conforming to ASTM D25 and shall be pressure impregnated in accordance with AWPA C3 and AWPA C18. The preservative type and minimum retention of preservative shall not be less than that specified in the plans. Timber piles shall have the following minimum dimensions:

ASTM D25 – CLASS B PILING

Minimum Butt Diameter (3' from end)	12" for pilings up to 45' long 13" for pilings 50' and longer

Minimum Tip Diameter	8" for pilings up to 35' long 7" for pilings between 40' and 70' long

SECTION 02485

TREATED TIMBER STRUCTURES

6" for pilings 75' and longer

The minimum piling length shall not be less than that specified in the plans.

2.03 TREATED TIMBER

- A. Treated timber shall be southern pine and shall be graded in accordance with the Southern Pine Inspection Bureau (SPIB) Standard Grading Rules. The lumber grade shall not be less than that specified on the plans. Treated timber shall be pressure impregnated in accordance with AWPA C2. The preservative type and minimum retention of preservative shall not be less than that specified on the plans. Surfacing of the lumber shall be surface as specified on the plans. Rough sawn shall indicate that the lumber has not been dressed but has been sawed, edged and trimmed at least to the extent of showing saw marks on the four longitudinal surfaces of each piece the entire length. Dressed lumber shall be surfaced, planed or dressed by a planing machine on one side (S1S), two sides (S2S), one edge (S1E), two edges (S2E) or a combination of sides and edges (S1S1E, S1S2E, S2S1E or S4S).

2.04 WATER REPELLENT

- A. When called for by the plans or specifications, wood shall be pressure treated with a preservative-compatible water repellent so that treated wafers swell not more than 1% after five minutes of submersion when tested in accordance with AWPA's standard test method, E13-92.

2.05 FINAL MOISTURE CONTENT

- A. When the plans indicate that the timber shall be kiln dried after treatment (KDAT or KD19), it shall be dried to a moisture content of not more than 19%.

2.06 FIXATION OF CHEMICAL

- A. Treated material shall not be shipped from the treatment plant until fixation of the preservative has occurred in the wood.

2.07 POLYMER COATING

- A. When the plans indicate that the timber shall be polymer coated, the wood shall first be pressure treated and kiln dried as described above. The polymer coating shall be a high performance plural component polymer elastomer specifically formulated for the application on treated lumber. The coating system shall be based on amine-terminated polyether resins, amine chain, extenders and isocyanates. An acceptable coating is 21 POLY_{tm}, as supplied by Northstar Vinyl Products, LLC. The physical properties of the polymer coating after 48 hours shall be:

Color	Dark Green	
Nominal Thickness	35-50 mil	
Elongation @ 25 deg C	50%	ASTM D638
Tensile Strength	1500 psi	ASTM D638
Tear Resistance	300 lbs/in	ASTM D624
Pull Off w/ 106 Elcometer (Adhesion)	300 psi	ASTM D4541
Hardness-Shore D	40	ASTM D2240
Hardness-Shore A	80	ASTM D2240
Abrasion Resistance	150 mg/1000 rev, H-18 wheel	ASTM D4060

SECTION 02485

TREATED TIMBER STRUCTURES

Adequate Polymer Field Patch Kits shall be supplied by polymer manufacturer for making repairs to cut ends and drill holes in the field.

2.08 HARDWARE AND FASTENERS

- A. Hardware and fasteners shall be of the size and type specified on the plans. Lag screws, bolts and nails shall conform to ASTM A307. When the plans call for fasteners to be Hot Dip Galvanized (HDG), they shall be coated with a minimum of 2.0 oz./sq.ft. of zinc coating in accordance with ASTM A153. When the plans call for fasteners to be Stainless Steel (SS), they shall be 316 Stainless.

PART 3 EXECUTION

3.01 HANDLING

- A. Treated timber shall be handled in accordance with AWWA M4 Standard for the Care of Preservative Treated Wood Products. Wood shall be stored and handled in a manner which does not injure the timber. When timbers must be cut to length, notched or drilled, the cut ends shall be treated with two applications of a 2% Copper Naphthenate solution. When called for on the plans, cut-off pilings shall be sealed with a coal-tar roofing cement meeting ASTM D4022.

END OF SECTION

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REVISIONS

[illegible]

**PROJECT
GREEN LAKE
PARK
PHASE I;
PROJECT I**

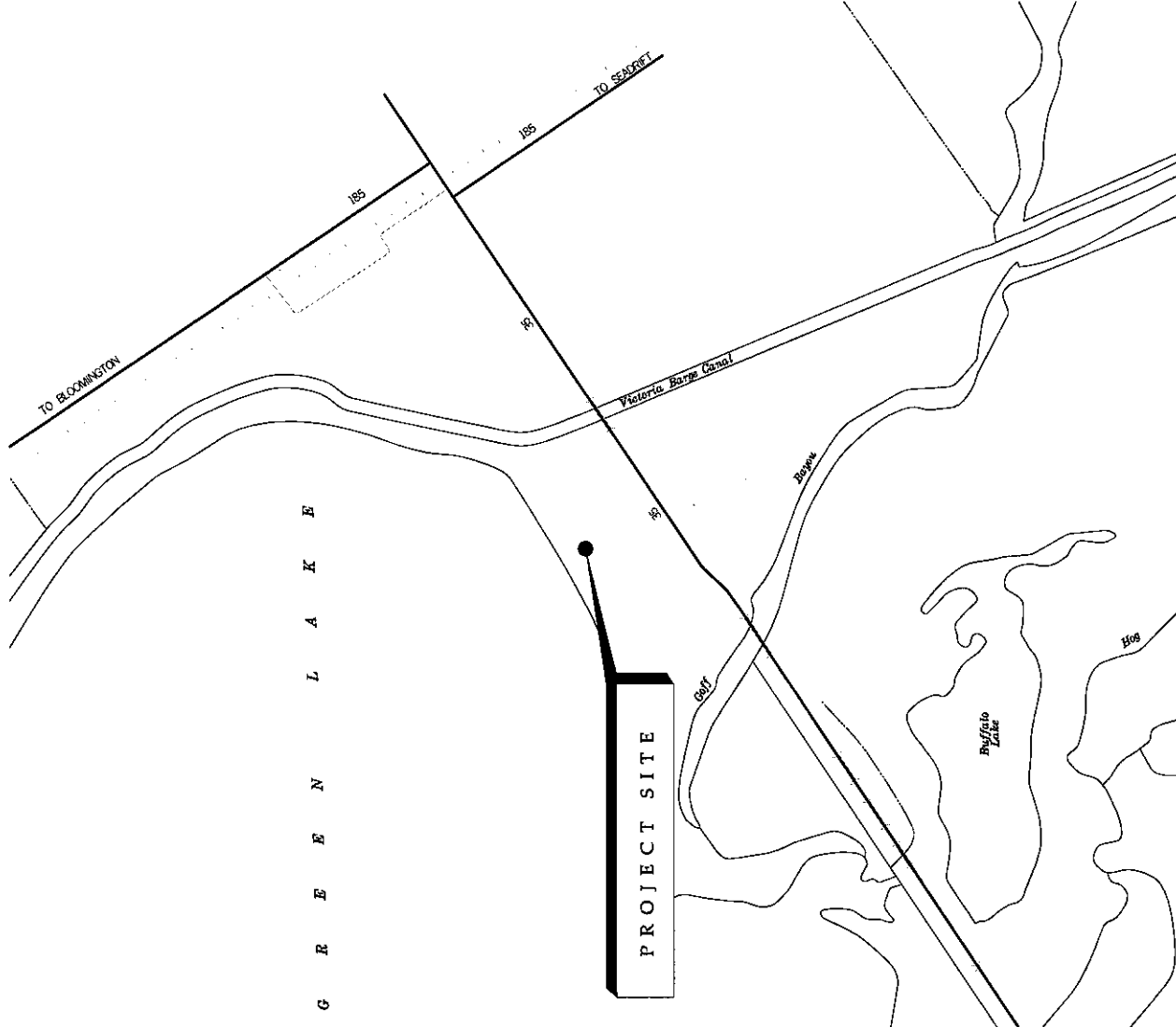
TITLE
COVER SHEET

DATE	12/16/24
JOB NUMBER	E23596.00
SHEET	

PAGE 01 of 07

COVER SHEET	C1
GENERAL NOTES	C2
WALKING TRAILS PLAN	C3
PERMANENT BIRD BLIND PLAN	C4
PORTABLE BIRD BLIND PLAN	C5
BIRD BLIND DETAILS	C6
STANDARD DETAILS	D1

STATE HIGHWAY 35
CALHOUN COUNTY, TEXAS





1. MOWED TRAIL TO BE CUT USING EQUIPMENT SET TO CUT HEIGHT OF 3".
2. MULCHED TRAIL, TO BE PREPARED AND COMPACTED WITH 5,000 STEER.
3. IMPROVED TRAIL PER DETAIL.
4. BERM CONSTRUCTION & FILL PER DETAIL.

ISSUE	PRELIMINARY	REVIEW	PERMITTING	BIDDING	CONSTRUCTION
☐	☐	☐	☒	☐	☐

Synonyms

URBAN engineering
2004 N. Commerce, Victoria, Texas 77901 • 361.578.8836
urbanvictoria.com • TRF# F-160

PROJECT
GREEN LAKE
PARK
PHASE I;
PROJECT 1

CALHOUN COUNTY, TEXAS

WALKING TRAILS

DATE	12/16/24
JOB NUMBER	E23596.00

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GENERAL NOTES

1. ALL HARDWARE TO BE 316 STAINLESS STEEL.
2. BLIND BOARDS SHALL BE ATTACHED TO POSTS W/3" X 10" X 3/8" SS SCREWS PER BOARD.
3. MINIMUM EDGE AND END CLEARANCE FOR BOLTS AND LAG SCREWS SHALL BE EQUAL TO 4 BOLT DIAMETERS.
4. ALL PILING & HEADERS SHALL BE TREATED TO 2.4 LB/CU FT OF CCA.
5. ALL MEMBERS SHALL BE TREATED TO 0.6 LB CCA.



12/16/14

PRELIMINARY
REVIEW
PERMITTING
BIDDING
CONSTRUCTION

REVISIONS

2004 N. Commerce, Victoria, Texas 77901 • P-160
urbancivil.com • TEL: 361.578.9836

URBAN
ENGINEERING

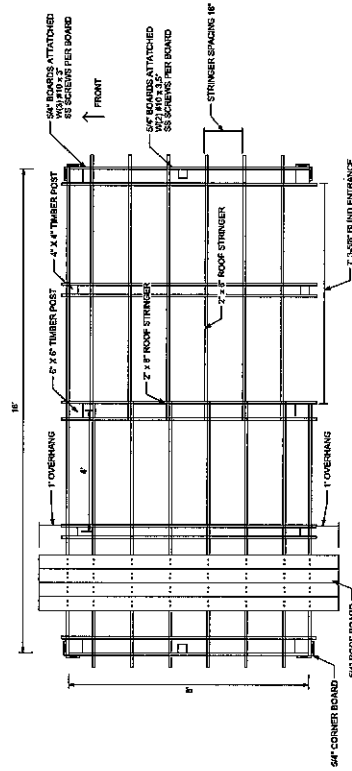
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GREEN LAKE
PARK
PHASE I:
PROJECT 1

CALHOUN COUNTY, TEXAS

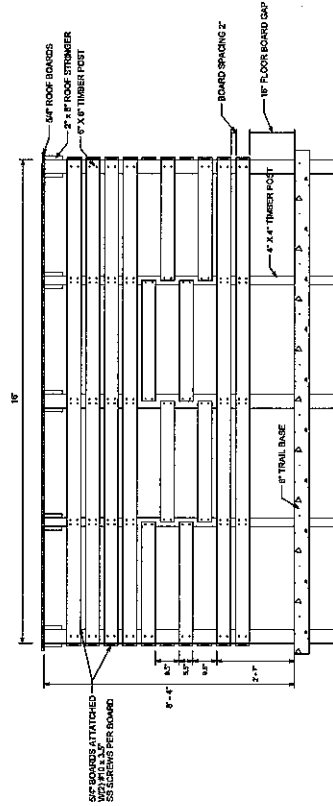
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PERMANENT
BIRD BLIND

DATE 12/16/14
JOB NUMBER E2395.00
SHEET

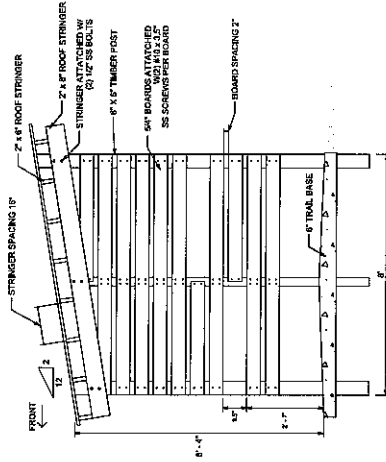
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PAGE 04 of 07



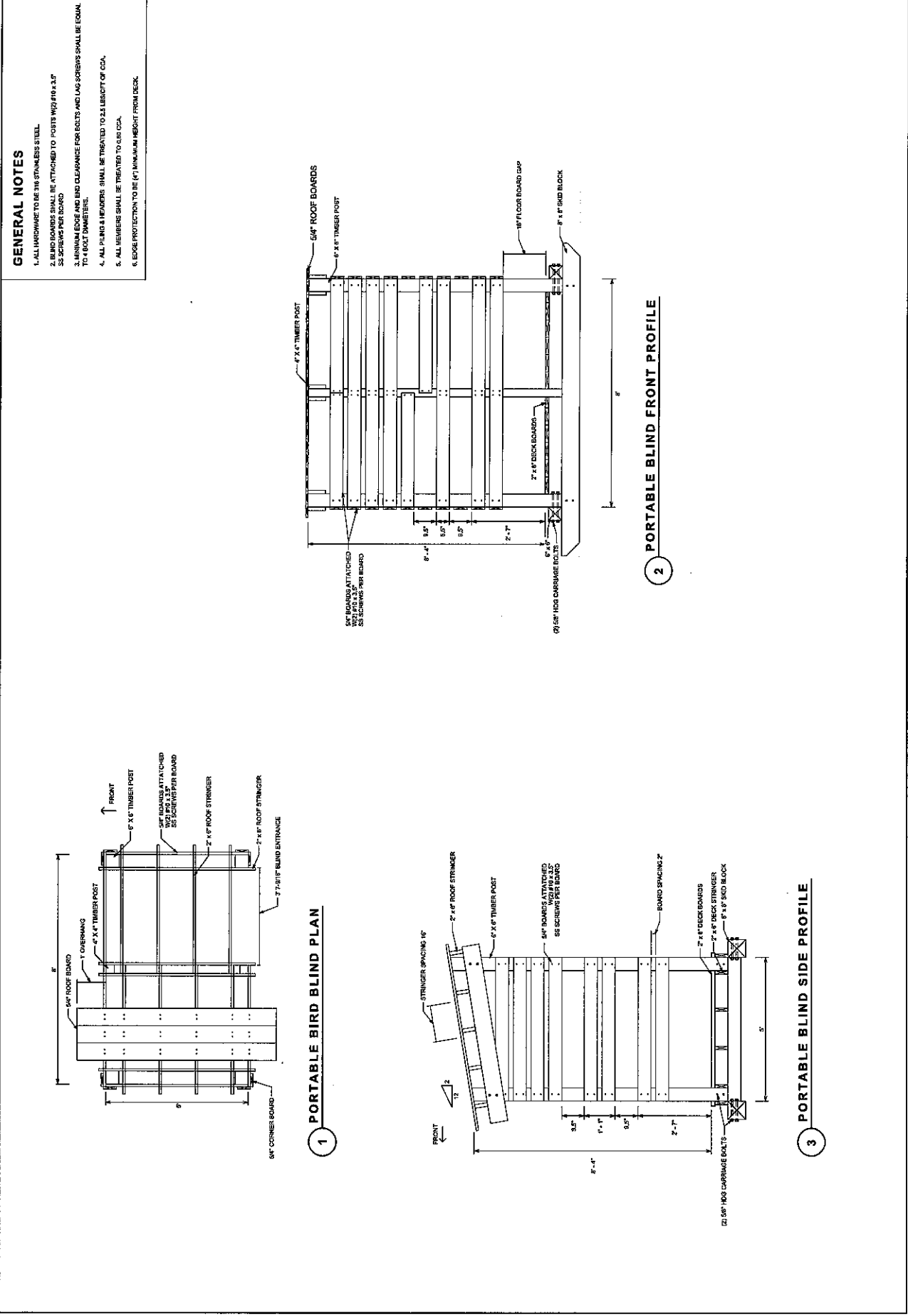
1 BIRD BLIND PLAN



2 BIRD BLIND FRONT PROFILE



3 BIRD BLIND SIDE PROFILE





1-14-14

ASSUR PRELIMINARY
REVIEW PERMITTING
ADDENDUM CONSTRUCTION

REVISIONS

URBAN
2004 N. Commerce, Victoria, Texas 77901 • 361.578.9836
URBAN@urban.com • TREE# F-160

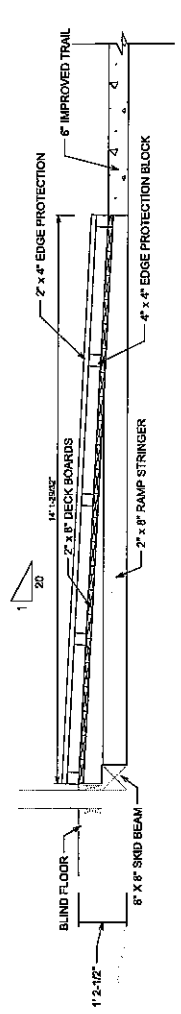
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GREEN LAKE
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CALHOUN COUNTY, TEXAS

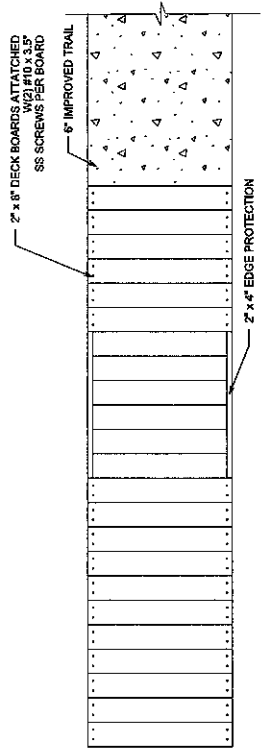
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BIRD BLIND
DETAILS

DATE 12/15/14
JOB NUMBER E23596.00
SHEET

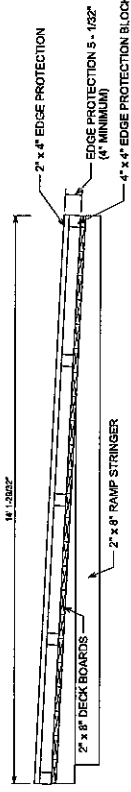
C6
PAGE 06 of 07



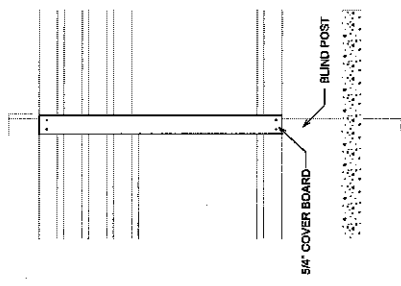
2 BLIND RAMP PROFILE



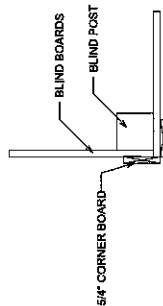
3 BLIND RAMP PLAN



4 BLIND RAMP PROFILE



6 BLIND POST COVER BOARDS



5 BLIND CORNER BOARDS

18

18. Consider and take necessary action to approve the Specifications and the Invitation to Bid Packet for the Supply Contract for Fly Ash - Road Material, Bid Number 2025.04 for the period February 12, 2025 to December 31, 2025 and authorize the County Auditor to advertise for bids .(VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

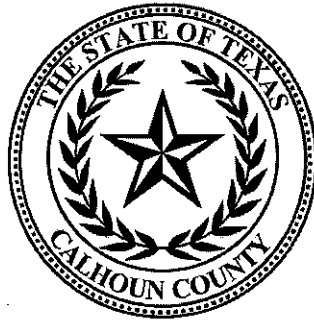
INVITATION TO BID

SUPPLY CONTRACT FOR

FLY ASH - ROAD MATERIALS

BID NUMBER: 2025.04

BID TERM: FEBRUARY 12, 2025 THROUGH DECEMBER 31, 2025



SEALED BIDS ARE DUE BEFORE:
2:00:00 PM, THURSDAY, JANUARY 16, 2025

AT THE OFFICE OF:
Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

Public Opening of the Bids will be conducted immediately after the closing of the 2:00:00 PM deadline, Thursday, January 16, 2025, in the County Judge's office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979.

Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court. Award information will be sent to all vendors that submitted a Bid and, as time permits, will be posted on the County's website (www.calhouncotx.org) under Public Notices, Bid Notices and Results, Results, 2025.

CONTENTS

- Invitation to Bid (Page 3-4)
- Return Instructions (Page 5)
- General Conditions (Page 6-19)
- Specifications (Page 20-27)
- Contact, Billing and Location Information for Calhoun County Precincts (Page 28)
- Required Forms to be returned when submitting a Bid (Page 29-44)
If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid
 - Invitation to Bid Form (Page 30-31)
 - Vendor and Order Information Form (Page 32)
 - Affidavit (Page 33)
 - Conflict of Interest Questionnaire Form CIQ (Page 35)
 - Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 38)
 - Certification Regarding Lobbying (Page 39)
 - Disclosure of Lobbying Activities (Page 41)
 - House Bill 89 Verification (Page 42)
 - Residence Certification (Page 43)
 - W-9 (Page 44)

OTHER INFORMATION INCLUDED WITH THE INVITATION TO BID PACKET

- Copy of Contract (to be completed AFTER the Bid is awarded) (Page 46-48)

INVITATION TO BID

Notice is hereby given that the Commissioners Court of Calhoun County, Texas, will receive SEALED BIDS for Supply Contract for Fly Ash - Road Material for the County's Road and Bridge Precincts.

BID NUMBER: 2025.04, Supply Contract for Fly Ash – Road Material

Bids are for the period February 12, 2025 through December 31, 2025.

The complete Invitation to Bid Packet can be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2025) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, Thursday, January 16, 2025. Immediately after the closing of the 2:00:00 PM deadline, all Bids will be publicly opened in the County Judge's office in the Calhoun County Courthouse at 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas. Bids will be considered for award at a future meeting of the Calhoun County Commissioners Court.

It is the responsibility of the submitting vendor to ensure that the 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 entity in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

All bids (one original) must be delivered to the office of the Calhoun County Judge before 2:00:00 PM, Thursday, January 16, 2025, in a SEALED 9 x 12 or larger envelope and CLEARLY MARKED on the outside of the envelope: SEALED BID NUMBER 2025.04, Supply Contract for Fly Ash – Road Material.

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.

Bids shall include all requirements of the Invitation to Bid Packet for Bid Number 2025.04, Supply Contract for Fly Ash – Road Material.

SEALED BIDS MAY BE HAND DELIVERED OR MAILED TO:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Calhoun County Commissioners Court reserves the right to waive any formality, technicality or irregularity, accept or reject any and or all Bids. Calhoun County reserves the right to award the bid to the responsible vendor who submitted the lowest and best bid, as well as one or more responsible vendors with the next lowest and best bids as alternate vendors for cases when the awarded bidder cannot meet delivery schedules. The awarded vendors will be contacted first for each job and, in the event that an awarded vendor cannot deliver, alternate vendors will be contacted in ranked order until the order is filled.

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.

Candice Villarreal
County Auditor
Calhoun County, Texas

RETURN INSTRUCTIONS

For
Submitting a Bid for
SUPPLY CONTRACT FOR
FLY ASH - ROAD MATERIAL
Bid Number: 2025.04
Bid Period: February 12, 2025 through December 31, 2025

Return the following BEFORE 2:00:00 PM, THURSDAY, JANUARY 16, 2025

Check List for submitting your Bid:

Return One (1) Original of only the following forms

Be sure all of the below forms are completed, signed, dated and returned. If "Not Applicable", mark "NA" and include when submitting a Bid.

The submitted Bid consists only of the following forms (only the below forms need to be returned)

- ☐ Invitation to Bid Form (Page 30-31)
- ☐ Vendor and Order Information Form (Page 32)
- ☐ Affidavit (Page 33)
- ☐ Conflict of Interest Questionnaire, Form CIQ (Page 35)
- ☐ Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 38)
- ☐ Certification Regarding Lobbying (Page 39)
- ☐ Disclosure of Lobbying Activities (Page 41)
- ☐ House Bill 89 Verification (Page 42)
- ☐ Residence Certification (Page 43)
- ☐ W-9 (Page 44)

Do Not Fold any of the above information.

Bid must be returned in a SEALED 9 x 12 or larger envelope clearly marked:

SEALED BID NUMBER 2025.04 – SUPPLY CONTRACT FOR FLY ASH - ROAD MATERIAL

If you send your bid by UPS, FedEx or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2025.04 – SUPPLY CONTRACT FOR FLY ASH - ROAD MATERIAL

Sealed Bid may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

Bid must be sealed (with the glue on the envelope or tape)

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.

COMPLAINCE

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

SPECIFICATIONS FOR
SUPPLY CONTRACT FOR
FLY ASH - ROAD MATERIALS
BID NUMBER: 2025.04

BY ORDER of the Commissioners Court of Calhoun County, Texas, sealed Bids will be received for Supply Contract for Fly Ash - Road Material for the County's Road and Bridge Precincts.

Contact, billing and location for each Calhoun County Road and Bridge Precinct can be found on the Form: Contact, Billing and Location Information for Calhoun County Precincts

INVITATION TO BID PACKET

The complete Invitation to Bid Packet may be downloaded from the County's website, www.calhouncotx.org (under Public Notices, Bid Notices and Results, Bid Notices, 2025) or by contacting Demi Cabrera, Assistant Auditor, at demi.cabrera@calhouncotx.org or 361-553-4613.

The complete Invitation to Bid Packet must be used in preparing the Bid. Calhoun County does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete Invitation to Bid Packet.

SUBMISSION OF SEALED BIDS

SEALED BIDS ARE DUE BEFORE 2:00:00 PM, THURSDAY, January 16, 2025 in the County Judge's Office, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

ALL BIDS (one original) shall 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:

SEALED BID NUMBER 2025.04 - SUPPLY CONTRACT FOR FLY ASH - ROAD MATERIAL

If the SEALED BID is sent by UPS, FedEx, or other delivery service, the outside of this envelope must be clearly marked:

SEALED BID NUMBER 2025.04 - SUPPLY CONTRACT FOR FLY ASH - ROAD MATERIAL

SEALED BIDS may be hand delivered or mailed to:

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, Texas 77979

A late delivery with an early postmark will not suffice.

Calhoun County is not responsible for the delivery of your Bid to the office of the County Judge or delivery to the wrong office. If you choose to send your Bid by postal delivery, it is recommended that you call the County Judge's office at 361-553-4600 to verify receipt of your Bid prior to the Bid due date and time.

It is the responsibility of the submitting vendor to ensure that the 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 vendor in the course of responding to the Bid. Bids received after the deadline will not be opened and will not be considered for award, regardless of whether or not the delay was outside of the control of the submitting vendor.

The cell phone in the County Judge's office or the cell phone of the County Auditor's Representative is the official clock that shall be used in determining the time the Bid is received and the 2:00:00 PM deadline. No Bids will be accepted after the due date and 2:00:00 PM deadline has been reached.

BID TERM

The Bid shall be in effect for a period: February 12, 2025 through December 31, 2025.

BID INFORMATION/REQUIREMENTS

To submit a valid Bid, read the entire Invitation to Bid Packet for all requirements and required forms that must be included and returned with the submitted Bid.

Calhoun County is not responsible for errors if the Bid forms are handwritten. It is recommended that all information submitted by the vendor on the Bid forms be typed. If handwritten, must be in ink and legible. White out is not acceptable.

Intentionally Left Blank

Material shall meet or exceed "Texas Department of Transportation Current Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges" and/or Calhoun County requirements.

ROAD MATERIAL (Bid Item Listed or Equivalent)

Bid Item: Item 265-2.2 Fly Ash or Equivalent
Non Spec Class C Fly Ash with Sulfur content greater than 6%, Delivered in pneumatic tankers with spreader bar

Vendor may submit a Bid for any or all location(s).

Vendor must be able to furnish Bid items under terms of these specifications and general conditions if vendor is awarded a Bid.

Calhoun County is EXEMPT from all Sales Tax (county, city and state sales tax) and all Federal Excise Taxes, if applicable under Section 151.309 of the Texas Tax Code. Upon request, tax exempt forms will be furnished to the vendor by the County Auditor's Office. Vendor is to issue its Texas Resale Certificate to vendors or subcontractors for such items qualifying for this exemption.

Pump and hoses, if applicable, are to be furnished by the vendor at no extra charge or the charge for the pump and hoses, if applicable, must be included in the Bid.

Demurrage charges, if applicable, stated separately from the Bid price of the material will increase the amount of the Bid price for the material.

Material Bid must be broken down into price per unit and delivery price per unit.

A fuel adjustment will be allowed on the delivery price only as fluctuations in diesel prices occur as listed on <http://www.eia.gov/petroleum/gasdiesel>, using the Gulf Coast Region. The baseline price will be the price on this site on Monday, January 13, 2025 rounded to the nearest one-hundredth and thereafter the index will be adjusted and documented on Monday of each week after Bids are accepted.

The allowable fuel adjustment will be calculated by subtracting the baseline price from the posted price for the Monday immediately prior to the delivery date of the material (if delivered on a Monday, the posted price on the Monday prior to delivery must be used), and if the difference is less than 5 cents no adjustment will be allowed; 5 cents to 9 cents a 1% plus or minus adjustment to the delivery price per unit; 10 cents to 14 cents a 2% plus or minus adjustment to the delivery price per unit; 15 to 19 cents a 3% plus or minus adjustment to the delivery price per unit; 20 to 24 cents a 4% plus or minus adjustment to the delivery price per unit and so on. **A 1% adjustment will be made on the delivery price for every 5 cent increase or decrease from the baseline price, not to exceed 15% plus or minus.**

Vendor must include a copy of the document from the EIA.GOV website that was used to determine delivery price when invoicing Calhoun County and the calculations on the increase or decrease in the delivery price.

Vendor will be required to deliver to all jobsites in Calhoun County as directed by the Commissioner of applicable Calhoun County Precinct.

Jobsite can be road, field location or stockpile at designated Calhoun County locations.

Miles from pit to stockpile and/or jobsite will be shortest legal route.

Total Bid price, stated on the Invitation to Bid Form, shall include all fees, transportation costs and/or delivery fees to the designated Calhoun County Precinct stockpile or jobsites.

Materials shall be ordered in quantities as determined by each Calhoun County Commissioner.

Calhoun County Precincts will put out needed signs and barricades for traffic control.

Calhoun County Precincts will accept the number of trucks necessary to do a job on a most cost efficient basis, which could require various numbers of trucks.

Any Vendor traveling on Calhoun County roads will not exceed its legal gross weight.

Each load shall be weighed on a certified public scale. Truck and trailer shall be weighed empty at least once on each job run, or when a change is made due to changing truck, trailer, or other. Cost of weighing shall be paid by the hauler. Driver shall get a material company ticket from pit or location when loading. A copy of the scale weight ticket, material company ticket and company delivery ticket shall be given to the Calhoun County employee at the jobsite when load is inspected and dumped.

Calhoun County Precincts will supervise the dumping of loads and a Calhoun County employee will sign the delivery ticket. The Calhoun County Precinct must receive a copy of the signed delivery ticket.

Calhoun County shall have the right to pull sample loaded truck(s) to a certified scale of Calhoun County's choice for loaded weight, unload truck(s) and take empty weight on same scale to verify weights. Calhoun County shall pay for the weighing.

Calhoun County legally accepts the materials after it is unloaded and approved by the Calhoun County Commissioner of said precinct.

Any exceptions and or variations from the specifications in this Bid document must be indicated on the Bid form or on a separate attachment to the Bid and labeled as such. Exceptions taken and/or variations made to the specifications and listed on the vendor's Bid or separate attachment may void the Bid.

The request for a Bid on a material does not guarantee that Calhoun County will purchase this material during the Bid period. Calhoun County does not guarantee to purchase any minimum or maximum quantities. The materials will only be ordered as needed.

When required, all materials ordered will be delivered to the Calhoun County Precinct within 24 hours from time of order. In the event the vendor is unable to deliver the material(s) ordered within 24 hours from time of order, Calhoun County reserves the right to cancel the order and re-order the said material(s) from the vendor which submitted the next lowest Bid that met specifications and can deliver within 24 hours from time of order. Calhoun County shall not incur any penalties, fees and/or other charges when cancelling an order.

Vendor shall be required to notify Calhoun County in the event of unforeseen delay arising in the delivery of an order. In the event an order will not arrive at the Calhoun County Precinct at the designated time, Calhoun County shall have the right to cancel the order or refuse acceptance of the order. Calhoun County shall not be assessed any penalties, fees and/or other costs due to this cancellation or refusal.

In the event the vendor is unable to furnish any item within a reasonable time after an order is placed due to strikes, war or any reason beyond the vendor's and or supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be cancelled.

Calhoun County or the vendor have the right to cancel the delivery of a material(s) at any time due to weather, road conditions and/or machinery breakdown. No penalties, fees and/or other charges will be billed to Calhoun County if the delivery of a material(s) is cancelled by Calhoun County or the vendor due to weather, road conditions and/or machinery breakdown.

The County reserves the right to refuse any order delivered for not being in compliance with the specifications, general conditions and/or the "Hazardous Communications Act", commonly known as the "Texas Right to Know Act".

The vendor, at the vendor's cost, shall immediately remove the material(s) from the Calhoun County Precinct that are deemed unsatisfactory, and are not in compliance with the specifications, general conditions and/or do not meet State and/or Federal Regulations. No penalties, fees, and/or other charges will be billed to Calhoun County for the removal of the material(s) from the Calhoun County Precinct.

Safety Data Sheets and Placards, if applicable, must be furnished at the time of delivery as specified by State and/or Federal Regulations.

Calhoun County reserves the right to conduct random sampling of pre-qualified materials for testing and to perform random audits of test reports. Calhoun County representatives may sample materials from the manufacturing plant, terminal, shipping container and any other source they deem necessary to insure reliability of the materials. If testing will be performed through a third party, the vendor will be required to allow the third party access to the facilities in order to acquire samples for testing. Regardless of results of any material(s) test required by Calhoun County, all costs incurred for such tests shall be paid for by the vendor.

Specifications are not being met if materials are not delivered at the required temperatures or the time and date requested by Calhoun County's Commissioner are not met.

The award of a Bid will be voided if specifications, general conditions and instructions within this Invitation to Bid Packet are not followed. The Bid would then be awarded to the vendor

which submitted the next lowest Bid that met specifications and all requirements of the Invitation to Bid Packet.

All Calhoun County Precincts handle their own orders; therefore, invoices shall be billed to each Calhoun County Precinct separately.

All invoices must be billed to Calhoun County to the attention of the Calhoun County Commissioner and Precinct ordering the material(s).

Bid item number and material description, as stated on the Invitation to Bid form, awarded material Bid price per unit and delivery price per unit must appear on all invoices in order to be considered for payment. Listing the Bid item number and exact material description as on the Invitation to Bid Form will avoid any confusion when the invoice is processed for payment.

No other charges, including, but not limited to, pump, hoses, special fees or after hour delivery fees, may be added to the awarded Bid price per unit and delivery price when invoiced unless these charges were noted on the Bid form or separate attachment and awarded as such.

Invoices shall be free from sales tax (county, city or state sales tax) and federal excise taxes, if applicable.

Invoices shall include a copy of the document from the EIA.GOV website that was used to calculate the increase or decrease in the delivery charge.

Invoices shall show the calculation on how the increase or decrease in delivery price was reached.

Invoices shall include a copy of the delivery ticket that shows confirmation of delivery.

It is understood that Calhoun County Commissioners Court reserves the right to accept or reject any and/or all Bids for any/or all materials and/or services covered in this Bid request and to waive technicalities or defects in Bids, or to accept such Bids as it shall deem to be most advantageous and in the best interest of Calhoun County.

Calhoun County Commissioners have the right to reject at any time any material that is undesirable for either road or jobsite location. If any material is rejected, the County will not incur in fees or charges on the rejected material.

Calhoun County will evaluate and award the Bid based on lowest and best Bid meeting specifications and all requirements of the Invitation to Bid Packet. "Lowest and best" means a Bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale. Calhoun County reserves the right to accept and/or reject any/all of the options Bid as it deems to be in the best interest of Calhoun County.

Although the cost of materials(s) to be provided is an essential part of the Bid, Calhoun County is not obligated to award a Bid (contract) on the sole basis of cost but will award to the vendor considered to be the best value to the Calhoun County.

The Bid award shall be based on, but not necessarily limited to, the following factors:

- Unit price
- Extended price (and other charges, if any)
- Special needs and requirements of Calhoun County
- Delivery
- Compliance in returning (including) all required forms
- Results of testing samples (if required by Calhoun County)
- Calhoun County's experience with materials Bid
- Vendor's past performance record with Calhoun County

If Bids are awarded, award information will be emailed to all vendors that submitted a Bid regardless if the vendor was awarded a Bid or not. Calhoun County Commissioners Court and the County Auditor's office work diligently to get this information to the vendors as soon as possible. To obtain results, or if you have any questions, please contact Demi Cabrera, Calhoun County Assistant Auditor, 202 S. Ann St., Suite B, Port Lavaca, Texas 77979, or by phone or email, (361) 553-4613, demi.cabrera@calhouncotx.org. As time permits, bid awards will be posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results, Results, 2025.

Once Bids are awarded by Calhoun County Commissioners Court, the County Auditor's Office will send the awarded vendor the following: (1) The contract; (2) A request for Form 1295, Certificate of Interested Parties; and (3) A request for the insurance requirements, Certificate of Insurance. All documents must be returned and accepted by Calhoun County Commissioners Court before the award will be complete, valid and in effect.

Calhoun County or the vendor may cancel this contract at any time for any reason, provided a written notice is given.

Should there be a change in ownership or management, the contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

Vendor understands that Calhoun County is a government entity subject to Texas State and Federal public information statutes. Vendor hereby waives any obligation to the release to the public of any documents submitted in accordance with the Bid.

No person has the authority to verbally alter these specifications or any information within the Invitation to Bid packet. Any changes will be made in writing (Addendum approved by Calhoun County Commissioners Court) and mailed and or emailed to each vendor that received a Bid packet.

All disputes or protests will be held in Calhoun County, Texas.

INSURANCE REQUIREMENTS

Before commencing work under the contract, the vendor must furnish, at their own expense, certificates of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to Calhoun County, licensed to write insurance in the State of Texas showing the contractor (vendor) is covered by insurance within the minimum limits of liability listed in the General Conditions that are included in this Invitation to Bid Packet and shall remain in force until all work under the contract is completed. If for any reason insurance coverage is not kept in force, all deliveries must be stopped until an acceptable Certificate of Insurance is provided to the County. The County Auditor's office and the County Commissioners' should be provided with 30 days advance notice of changes or termination of coverage. The County shall be covered as an additional insured and the certificate of insurance must also include a waiver of subrogation in favor of the County. The vendor shall be responsible for any deductions stated in the policy.

The vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements under this contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

Any failure of the vendor to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to the County. The insurance provided by the vendor shall be primary as respects to the County. Any insurance maintained by the County shall be excess of the vendor's insurance and shall not contribute to it.

REQUIRED FORMS TO BE RETURNED WHEN SUBMITTING A BID

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid.

- Invitation to Bid Form (Pages 30-31)
- Vendor and Order Information Form (Page 32)
- Affidavit (Page 33)
- Conflict of Interest Questionnaire, Form CIQ (Pages 34-35)
- Certificate Regarding Debarment & Suspension and Other Responsibility Matters (Pages 36-38)
- Certification Regarding Lobbying (Page 39)
- Disclosure of Lobbying (Pages 40-41)
- House Bill 89 Verification (Page 42)
- Residence Certification (Page 43)
- W-9 (Page 44)

CONTACT, BILLING AND LOCATION INFORMATION FOR CALHOUN COUNTY PRECINCTS

Calhoun County Precinct 1

Commissioner David Hall
305 Henry Barber Way (by the County Fairgrounds)
Port Lavaca, TX 77979
Office Manager: Angela Torres
Office: 361-552-9242
Fax: 361-553-8734
Location Stockpile: 305 Henry Barber Way, Port Lavaca, TX
Laydown yard: 1890 FM 2760, Port Lavaca, TX

Calhoun County Precinct 2

Commissioner Ronald Best
5812 FM 1090 (Six Mile)
Port Lavaca, TX 77979
Office Manager: Lesa Jurek
Office: 361-552-9656
Fax: 361-553-6664
Location of Stockpile: 5812 FM 1090, Port Lavaca, TX

Calhoun County Precinct 3

Commissioner Joel Behrens
24627 State Hwy 172 (Olivia)
Port Lavaca, TX 77979
Office Manager: Lynette Adame
Office: 361-893-5346
Fax: 361-893-5309
Location of Stockpile: 24627 State Highway 172, Olivia TX

Calhoun County Precinct 4

Precinct 4-P (Port O'Connor)
Commissioner Gary Reese
Trevor St off of Hwy 185
Port O'Connor, TX 77982
Office Manager: April Townsend
Use same numbers as Seadrift (4-S)
Location of Stockpile – Pct 4-P Barn #3: 93 Trevor Street off of Highway 185, Port O'Connor, TX

Calhoun County Precinct 4

Precinct 4-S (Seadrift)
Commissioner Gary Reese
104 E Dallas St
PO Box 177
Seadrift, TX 77983
Office Manager: April Townsend
Office: 361-785-3141
Fax: 361-785-5602
Location of Stockpile – Pct 4-S Barn #2: 448 Harbor Road, Seadrift TX

REQUIRED FORMS

FORMS REQUIRED TO BE RETURNED WHEN SUBMITTING A BID

Vendor must return the following forms:

If any Required Form is "Not Applicable", mark "NA" and include when submitting a Bid

- Invitation to Bid Form (Page 30-31)
- Vendor and Order Information Form (Page 32)
- Affidavit (Page 33)
- Conflict of Interest Questionnaire Form CIQ (Page 35)
- Certification Regarding Debarment & Suspension and Other Responsibility Matters (Page 38)
- Certification Regarding Lobbying (Page 39)
- Disclosure of Lobbying Activities (Page 41)
- House Bill 89 Verification (Page 42)
- Residence Certification (Page 43)
- W-9 (Page 44)

Submitted Bid consists only of the above required forms

INVITATION TO BID FORM**SUPPLY CONTRACT FOR
FLY ASH - ROAD MATERIAL**

Bid Number: 2025.04

February 12, 2025 through December 31, 2025

Vendor's Name & Address

- Please Type. If handwritten, must be in ink and legible. White out is not acceptable.
- SEE SPECIFICATIONS AND GENERAL CONDITIONS FOR COMPLETE REQUIREMENTS
- MATERIAL BID MUST BE BROKEN DOWN INTO PRICE PER UNIT AND DELIVERY PRICE PER UNIT

ROAD MATERIAL (Bid Item Listed or Equivalent)**Bid Item: Item 265-2.2 Fly Ash or Equivalent**

Non Spec Class C Fly Ash with Sulfur content greater than 6%, Delivered in pneumatic tankers with spreader bar

Price per ton / delivery price to County Stockpile and/or Jobsite

LOCATION	Unit	MATERIAL	DELIVERY	TOTAL	MINIMUM LOAD/ORDER
Precinct 1	Ton				
Precinct 2	Ton				
Precinct 3	Ton				
Precinct 4-P	Ton				
Precinct 4-S	Ton				

Remarks: _____

The undersigned affirms that they are duly authorized to execute this Bid and that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other vendor, that the contents of this Bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by their employees or agents to any official, employee or agent of Calhoun County or any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned affirms that they have not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official, employee or agent of Calhoun County in connection with this Bid.

The undersigned affirms that they have read the entire Invitation to Bid Packet and fully understands all requirements.

FAILURE TO SIGN BELOW SHALL DISQUALIFY THE BID

Date: _____

Authorized Signature & Title: _____

Type Name & Title of Authorized Signature: _____

Phone Number: _____ Email: _____

Exceptions and or Variations from Specifications and/or additional Notes: _____

VENDOR AND ORDER INFORMATION FORM

Please Type.

If handwritten, must be in ink and legible

Vendor's Name: _____

Address: _____

Remittance Address: _____

Telephone: _____

Fax: _____

Email: _____

Signature of Authorized Representative: _____

Printed name of Authorized Rep: _____

ORDER – CONTACT INFORMATION

Order Contact Name & Title: _____

Order Contact Telephone: _____

Order Contact Fax: _____

Order Contact Email: _____

INVOICES – CONTACT INFORMATION

For Invoice Inquiries:

Contact Name & Title: _____

Contact Telephone: _____

Contact Fax: _____

Contact Email: _____

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

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

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

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:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a government entity may not enter into a contract (which includes contracts formed through purchase orders) with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) Does not boycott Israel; and
- 2) Will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) Does not boycott Israel currently;
- 2) Will not boycott Israel during the term of the contract; and
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Calhoun County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contract; pertinent provisions of §2252.001 are stated below:

Sec. 2252.001 (3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a "Nonresident Bidder" of Texas
(Company Name)
as defined in Government Code §2252.001 and our principal place of business is

(City and State)

☐ I certify that _____ is a "Resident Bidder" of Texas as
(Company Name)
defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) CALHOUN COUNTY 202 S ANN ST, PORT LAVACA TX 77979 361-553-4610 FAX: 361-553-4614
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

COPY OF
SUPPLY CONTRACT FOR
FLY ASH – ROAD MATERIALS
(To be completed AFTER the Bid is Awarded)

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____ by,
and between the County of Calhoun (hereinafter called "County") and
_____ (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on January 16, 2025 submit a BID for **Supply Contract for FLY ASH - ROAD MATERIAL, Bid Number 2025.04** to be used by County Precincts in Calhoun County, Texas.

NOW, THEREFORE, in consideration of the following mutual agreement and covenant, it is understood and agreed by and between the parties hereto as follows:

- a) The Contractor/Hauler is hereby granted the sole and exclusive right and privilege within the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to perform all of the work and to deliver the Road Materials as described in the Contract Documents.
- b) The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - i. Invitation to Bid, Instructions and Term of Contract;
 - ii. General Conditions;
 - iii. Bid Specifications and Conditions;
 - iv. Bid Form;
 - v. This instrument; and
 - vi. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
- c) All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor/Hauler, and no amendment to this Contract shall be made except upon the written consent of the parties and approved by Calhoun County Commissioners Court. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____
INITIALS OF COUNTY (IN INK): _____ DATE: _____

d) This contract is entered into subject to the following conditions:

- 1) The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- 2) The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by force majeure. "Force Majeure" means a delay encountered by the Contractor/Hauler in the performance of its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor/Hauler. Without limiting the generality of the foregoing, "Force Majeure" shall include, but not 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. Any event constituting a Force Majeure must be reported by the Contractor/Hauler to the County in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 3) The Contractor/Hauler, when required, must deliver all materials ordered by the County within twenty-four (24) hours from the time of the order or the date and time specified by the County. In the event the Contractor/Hauler is unable to deliver the material(s) ordered within twenty-four (24) hours from the time of the order or the date and time specified by the County, the County reserves the right to cancel the order and re-order the said material(s) from the vendor which submitted the next lowest bid and can deliver within twenty-four (24) hours or the date and time specified by the County.
- 4) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

INITIALS OF AWARDED CONTRACTOR/HAULER (IN INK): _____ DATE: _____

INITIALS OF COUNTY (IN INK): _____ DATE: _____

IN WITNESS WHEREOF, THE COUNTY AND CONTRACTOR/HAULER, have caused this Contract to be executed by their authorized agents in one original. Additional copies of the original executed Contract will be distributed to all appropriate parties.

The effective date of this Contract will begin on February 12, 2025 and end on December 31, 2025.

COUNTY:

CALHOUN COUNTY

ATTEST:

CALHOUN COUNTY CLERK
ANNA GOODMAN

By: _____

Honorable Vern L. Lyssy
Calhoun County Judge
Calhoun County Courthouse
211 S Ann Street
3rd Floor, Suite 301
Port Lavaca TX 77979

By: _____

Print Name: _____

Title: _____

CONTRACTOR/HAULER:

By: _____

Print Name: _____

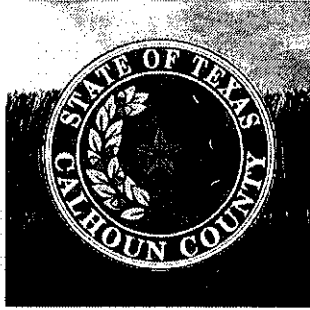
Title: _____

Address: _____

19

19. Consider and take necessary action to approve Order Restricting Certain Fireworks in Unincorporated Areas of Calhoun County Texas and Retain Current Order for the County Burn Ban. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	David Hall, Commissioner Pct 1
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese



Richard H. Meyer
County Judge

David Hall, Commissioner, Precinct 1
Vern Lyssy, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

ORDER RESTRICTING CERTAIN FIREWORKS IN UNINCORPORATED AREAS OF CALHOUN COUNTY, TEXAS

Whereas, the Texas Forest Service has determined that drought conditions exist in Calhoun County; and

Whereas, the Commissioners' Court of Calhoun County has declared a state of local disaster; and

Whereas, aerial fireworks are defined as being those items classified under 49 CFR, Section 173.100(r)(2) (10-1-86 edition) as "skyrockets with sticks" and other pyrotechnic devices that have fins or rudders for the purpose of achieving aerodynamic flight, including devices that would be considered a missile or a rocket; and

Whereas, the use of aerial fireworks in non-designated areas during these drought conditions would constitute an unreasonable risk to life and property.

Now, therefore, it is hereby ordered by the Commissioners' Court of Calhoun County that the use of aerial fireworks within this county is prohibited except as excepted below. All persons selling fireworks with Calhoun County shall be provided reasonable notice of this Order. This Order is adopted pursuant to Section 240-904, Local Government Codes, and other applicable statutes. Violation of this Order is a Class C Misdemeanor, punishable by a fine not to exceed \$500.00.

Be it further ordered that the following are excepted areas, to wit:

Bill Sanders Park	Haterius Park Magnolia Beach
Park Magnolia Beach	Six Mile Park
King Fisher Beach (sand area only)	Port Alto Beach
Private piers more than 100 feet long with fireworks being pointed toward the water	

ADOPTED this 18th day of December, 2024 by a vote of _____ ayes and _____ nays.

Richard H. Meyer
Calhoun County Judge

ATTEST:
Anna Goodman, County Clerk

By: _____
Deputy

Retain Burn Ban

PASS on Fireworks

KBDI Current Map

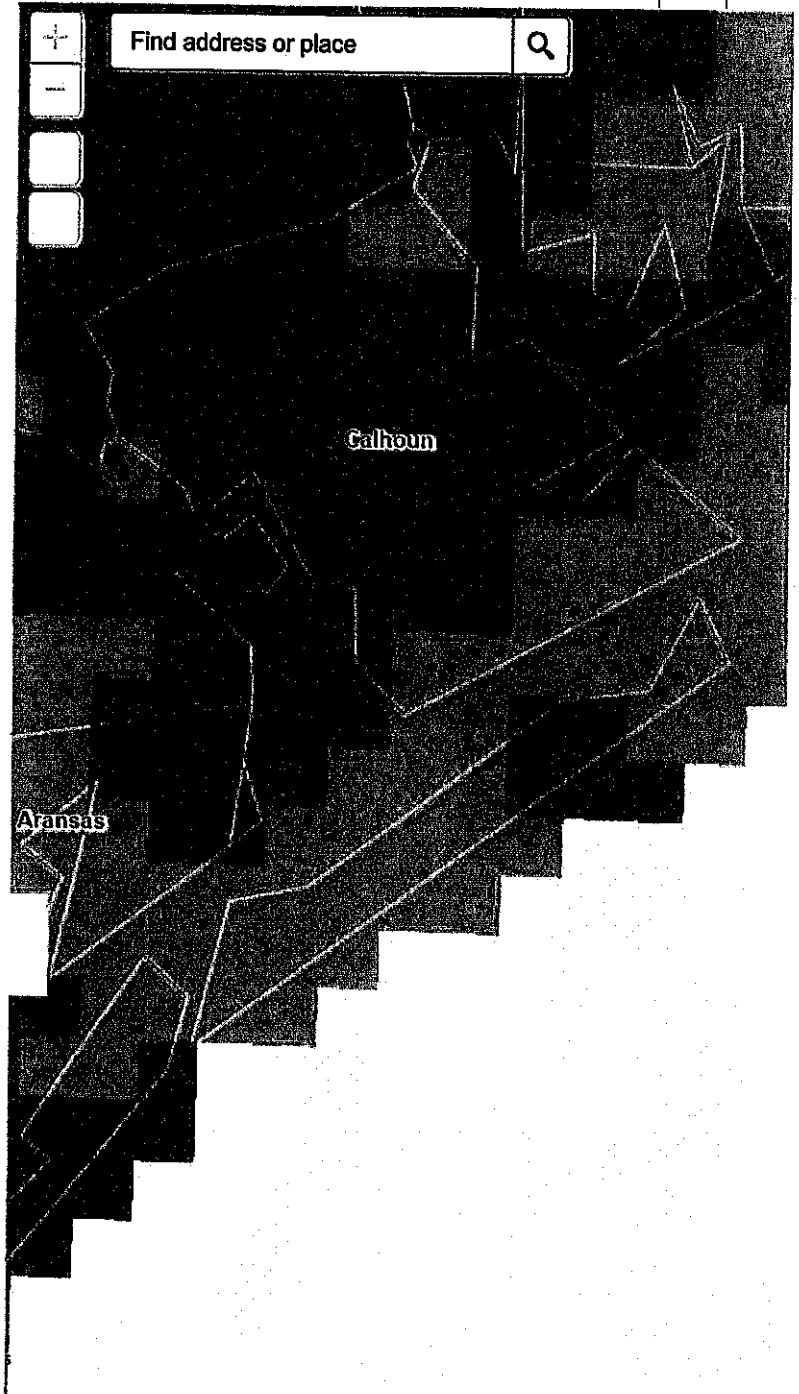
Counties



KBDI

-  0 - 200
-  200 - 300
-  300 - 400
-  400 - 500
-  500 - 600
-  600 - 700
-  700 - 800

MIN 508
MAX 662
AVE 612
+3



10mi
-96.025 28.478 Degrees

20

20. Consider and take necessary action to pay Quality Hot Mix, Inc. for order of Hot Mix Cold Laid as they did not have the bid, Colorado Materials, Inc. has the bid. Used wrong vendor by mistake. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Vern Lyssy

Calhoun County Commissioner, Precinct #2

5812 FM 1090
Port Lavaca, TX 77979



(361) 552-9656
Fax (361) 553-6664

December 12, 2024

Honorable Vern Lyssy
Calhoun County Judge Pro Tem
211 S. Ann
Port Lavaca, TX 77979

RE: AGENDA ITEM

Please place the following item on the next Commissioners' Court Agenda

- Consider and take necessary action to pay Quality Hot Mix, Inc. for order of Hot Mix Cold Laid as they did not have the bid, Colorado Materials, Inc. has the bid. Used wrong vendor by mistake.

Sincerely,

A handwritten signature in black ink, appearing to read "Vern Lyssy".

Vern Lyssy

VL/lj

21

21. Accept Monthly Reports from the following County Offices:

- a) Justice of the Peace Pct 3 – November, 2024
- b) Justice of the Peace Pct 4 – November, 2024
- c) Tax Assessor-Collector – November, 2024
- d) Texas Agrilife Extension Service – November, 2024
 - i) 4-H and Youth Development
 - ii) Agriculture and Nature Resources
 - iii) Family and Community Health
 - iv) Coastal and Marine

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

**SUMMARY
TAX ASSESSOR-COLLECTOR'S MONTHLY REPORT
NOVEMBER 2024**

	COLLECTIONS	DISBURSEMENTS
Title Certificate Fees 291	\$ 3,783.00	
Title Fees Paid TXDMV		\$ 2,328.00
Title Fees Paid County Treasurer Salary Fund		\$ 1,455.00
 Motor Vehicle Registration Collections	 \$ 97,888.57	
Disabled Person Fees	\$ 100.00	
Postage		
Global Additional Collections		
Paid TXDMV		\$ 81,293.62
Paid TXDMV SP		\$ 11,738.79
Paid County Treasurer		\$ -
Paid County Treasurer Salary Fund		\$ 3,618.90
DMV CCARDTRNSFEE \$ 1,337.26		\$ -
GL Additional Collections		\$ -
GLOBAL (IBC) Credit/Debit Card Fee's		\$ 1,655.60
GLOBAL Fees In Excess of Collections		\$ (318.34)
MERCH SERVICES STATEMENT		\$ -
 Additional Postage - Vehicle Registration	 \$ -	
Paid County Treasurer - Additional Postage		\$ -
 Motor Vehicle Sales & Use Tax Collections	 \$360,261.92	
Paid State Treasurer		\$ 360,261.92
 Special Road/Bridge Fees Collected	 \$ 13,310.00	
Paid County Treasurer - R/B Fees		\$ 13,310.00
 Texas Parks & Wildlife Collections	 \$ 3,477.00	
TPW GLOBAL CC TRANSACTION FEES	\$ 220.26	
GLOBAL ADDITIONAL COLLECTIONS	\$ -	
Paid Texas Parks & Wildlife		\$ 3,129.30
Paid County Treasurer Salary Fund		\$ 347.70
P&W CCARDTRNSFEE		
GLOBAL Additional Collections \$ 220.26		\$ -
GLOBAL (IBC) Credit/Debit Card Fee's		\$ 193.65
GLOBAL In Excess/Shortage of Collections		\$ 26.61
 Boat/Motor Sales & Use Tax Collections	 \$ 34,371.16	
Paid State Treasurer		\$ 32,652.60
Paid County Treasurer, Salary Fund		\$ 1,718.56
 TABC 5% CO COMMS FOR MONTH OF	 \$ -	
TABC 5% CO COMMS FOR MONTH OF	\$ -	
Paid County Treasurer, Salary Fund		\$ -
 County Beer & Wine Collections	 \$ 600.00	
Paid County Treasurer, County Beer & Wine		\$ 570.00
Paid County Treasurer, Salary Fund		\$ 30.00
 INTEREST EARNED ON OFFICE ACCOUNT	 \$ 152.99	
Paid County Treasurer Interest on Office Acc		\$ 152.99
 INTEREST EARNED ON PARKS AND WILDLIFE ACCOUNT	 \$ 28.29	
Paid County Treasurer, Interest on P&W Acc		\$ 28.29
 INTEREST EARNED ON REFUND ACCOUNT	 \$ 0.20	
Paid County Treasurer, Interest on Refund Acc		\$ 0.20

Business Personal Property - Misc. Fees	\$	680.77	\$	680.77
Paid County Treasurer				
Excess Funds	\$	-	\$	-
Paid County Treasurer				
Overpayments	\$	84.39		
Current Tax Collections	\$	3,217,097.58		
Penalty and Interest - Current Roll	\$	-		
Discount for early payment of taxes			\$	71,650.35
Delinquent Tax Collections	\$	29,248.69		
Penalty & Interest - Delinquent Roll	\$	9,347.72		
Collections for Delinquent Tax Attorney	\$	7,884.97		
Advance - FM & L Taxes			\$	-
Advance - County AdValorem Taxes			\$	3,144,593.47
Paid County Treasurer - Nav. East			\$	2,199.12
Paid County Treasurer - all other Districts			\$	37,335.44
Paid County Treasurer - Delinq Tax Atty. Fee			\$	7,884.97
Payment in Lieu of Taxes	\$	-		
Paid County Treasurer - Navig. East			\$	-
Paid County Treasurer - All other Districts			\$	-
Special Farmers Fees Collected	\$	40.00		
Paid State Treasurer, Farmers Fees			\$	40.00
Hot Check Collection Charges	\$	-		
Paid County Treasurers, Hot Check Charge			\$	-
Overage on Collection/Assessing Fees	\$	-		
Paid County Treasurer, overage refunded			\$	-
Escheats	\$	-		
Paid County Treasurer-escheats			\$	-

TOTAL COLLECTIONS \$ 3,778,577.51

TOTAL DISBURSEMENTS \$ 3,778,577.51

TOTAL OF ABOVE RECEIPTS PAID TO STATE AND COUNTY \$ 3,778,577.51


KERRI BOYD

Tax Assessor-Collector



RICHARD H MEYER
County Judge

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

12/2/2024

COURT NAME: JUSTICE OF PEACE NO. 1
MONTH OF REPORT: NOVEMBER
YEAR OF REPORT: 2024

CR 7480-999-20610		CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740		CIVIL INDIGENT LEGAL-STATE	0.00
	DR 7480-999-10010		0.00
CR 7865-999-20610		CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.00
CR 7865-999-20740		CRIM-SUPP OF IND LEG SVCS-STATE	0.00
	DR 7865-999-10010		0.00
CR 7970-999-20610		TL/FTA-GENERAL FUND	0.13
CR 7970-999-20740		TL/FTA-STATE	0.26
	DR 7970-999-10010		0.39
CR 7505-999-20610		JPAY - GENERAL FUND	0.00
CR 7505-999-20740		JPAY - STATE	0.00
	DR 7505-999-10010		0.00
CR 7857-999-20610		JURY REIMB. FUND- GEN. FUND	0.00
CR 7857-999-20740		JURY REIMB. FUND- STATE	0.00
	DR 7857-999-10010		0.00
CR 7856-999-20610		CIVIL JUSTICE DATA REPOS.- GEN FUND	0.00
CR 7856-999-20740		CIVIL JUSTICE DATA REPOS.- STATE	0.00
	DR 7856-999-10010		0.00
CR 7502-999-20740		JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
	DR 7502-999-10010		0.00
7998-999-20740		TRUANCY PREVENT/DIV FUND - STATE	0.00
7998-999-20701		JUVENILE CASE MANAGER FUND	0.00
	DR 7998-999-10010		0.00
7403-999-22889		ELECTRONIC FILING FEE - CV STATE	0.00
	DR 7403-999-22889		0.00
7858-999-20740		STATE CONSOLIDATED CIVIL FEE	147.00
			147.00

TOTAL (Distrib Req to Oper Acct) \$19,522.71

DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD	0.00	
DA - RESTITUTION	0.00	
REFUND OF OVERPAYMENTS	210.00	
OUT-OF-COUNTY SERVICE FI	0.00	
CASH BONDS	0.00	
PARKS & WILDLIFE FINES	4,266.79	
WATER SAFETY FINES	0.00	
TOTAL DUE TO OTHERS		\$4,476.79

TOTAL COLLECTED-ALL FUNDS **\$23,999.50**

LESS: TOTAL TREASUER'S RECEIPTS **\$23,999.50**

OVER/(SHORT) **\$0.00**

REVISED 02/02/2022

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

12/2/2024

COURT NAME: JUSTICE OF PEACE NO. 1

MONTH OF REPORT: NOVEMBER

YEAR OF REPORT: 2024

CR 7950-999-20610

CR 7950-999-20740

TP-GENERAL FUND

TP-STATE

0.00

0.00

DR 7950-999-10010

0.00



**CALHOUN
COUNTY**
201 West Austin

**DISTRIBUTION
REQUEST**

DR# 450 A 45628

PAYEE

Name: Calhoun County Oper. Acct.

Address:

City:

State:

Zip:

Phone:

PAYOR

Official:

Hope Kurtz

Title:

Justice of the Peace, Pct. 1

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
7541-999-20759-999	JP1 Monthly Collections - Distribution	\$19,522.71
	NOVEMBER	
	2024	
V# 967		
TOTAL		19,522.71



Signature of Official

Date

ENTER COURT NAME:		JUSTICE OF PEACE NO. 3	
ENTER MONTH OF REPORT		NOVEMBER	
ENTER YEAR OF REPORT 2022		2024	
	CODE	AMOUNT	
CASH BONDS			REVISED 02/02/2021
ADMINISTRATION FEE - ADMF			
BREATH ALCOHOL TESTING - BAT			
CONSOLIDATED COURT COSTS - CCC		155.34	
STATE CONSOLIDATED COURT COST- 2020		621.55	
LOCAL CONSOLIDATED COURT COST- 2020		140.35	
COURTHOUSE SECURITY - CHS		15.53	
CJP			
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR		0.15	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI			
CR			
CHILD SAFETY - CS			
CHILD SEATBELT FEE - CSBF			
CRIME VICTIMS COMPENSATION - CVC			
DPSC/FAILURE TO APPEAR - OMNI - DPSC			
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020		17.16	
ELECTRONIC FILING FEE - EEF			
FUGITIVE APPREHENSION - FA			
GENERAL REVENUE - GR			
CRIM - IND LEGAL SVCS SUPPORT - IDF		7.77	
JUVENILE CRIME & DELINQUENCY - JCD			
JUVENILE CASE MANAGER FUND - JCMF		20.00	
JUSTICE COURT PERSONNEL TRAINING - JCPT			
JUROR SERVICE FEE - JSF		15.57	
LOCAL ARREST FEES - LAF		23.00	
LEMI			
LEOA			
LEOC			
OCL			
PARKS & WILDLIFE ARREST FEES - PWWF			
STATE ARREST FEES - SAF		46.54	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF			
SUBTITLE C - SUBC		16.80	
STATE TRAFFIC FINES-EST. 9.1.19- STF		223.79	
TABC ARREST FEES - TAF			
TECHNOLOGY FUND - TF		15.53	
TRAFFIC - TFC		1.68	
LOCAL TRAFFIC FINE- 2020		13.43	
TIME PAYMENT - TIME		14.00	
TIME PAYMENT REIMBURSEMENT FEE- 2020		49.85	
TRUANCY PREVENTION/DIVERSION FUND - TPDF		7.77	
LOCAL & STATE WARRANT FEES - WRNT		335.82	
COLLECTION SERVICE FEE-MVBA - CSRV		484.50	
DEFENSIVE DRIVING COURSE - DDC		10.00	
DEFERRED FEE - DFF		126.00	
DRIVING EXAM FEE- PROV DL			
FILING FEE - FFEE			
STATE CONSOLIDATED CIVIL FEE - 2022		63.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022		99.00	
FILING FEE SMALL CLAIMS - FFSC			
JURY FEE - JF			
COPIES/CERTIFIED COPIES - CC			
INDIGENT FEE - CFF or INDF			
JUDGE PAY RAISE FEE - JPAY		23.30	
SERVICE FEE - SFEE		150.00	
OUT-OF-COUNTY SERVICE FEE			
ELECTRONIC FILING FEE - EEF CV			
EXPUNGEMENT FEE - EXPG			
EXPIRED RENEWAL - EXPR			
ABSTRACT OF JUDGEMENT - AOJ			
ALL WRITS - WOP / WOE			
DPS FTA FINE - DPSF			
LOCAL FINES - FINE		1,403.15	
LICENSE & WEIGHT FEES - LWF			
PARKS & WILDLIFE FINES - PWF			
SEATBELT/UNRESTRAINED CHILD FINE - SEAT		29.42	
JUDICIAL & COURT PERSONNEL TRAINING-JCPT			
* OVERPAYMENT (OVER \$10) - OVER		20.00	
* OVERPAYMENT (\$10 AND LESS) - OVER			
RESTITUTION - REST			
PARKS & WILDLIFE-WATER SAFETY FINES-WSF			
MARINE SAFETY PARKS & WILDLIFE - MSO			
TOTAL ACTUAL MONEY RECEIVED		\$4,150.00	
TYPE:		AMOUNT	
TOTAL WARRANT FEES		335.82	
ENTER LOCAL WARRANT FEES	335.82		RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES	\$0.00		RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
DUE TO OTHERS:		AMOUNT	
DUE TO CCISD - 50% of Fine on JV cases	0.00		PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
DUE TO DA RESTITUTION FUND	0.00		PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
REFUND OF OVERPAYMENTS	20.00		PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
OUT-OF-COUNTY SERVICE FEE	0.00		PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
CASH BONDS	0.00		PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT (IF REQUIRED)
TOTAL DUE TO OTHERS	\$20.00		
TREASURERS RECEIPTS FOR MONTH:		AMOUNT	
CASH, CHECKS, M.O.s & CREDIT CARDS	\$4,150.00		Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	\$4,150.00		

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

12/4/2024

COURT NAME: JUSTICE OF PEACE NO. 3
MONTH OF REPORT: NOVEMBER
YEAR OF REPORT: 2024

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45013	FINES	1,417.86
CR 1000-001-44190	SHERIFF'S FEES	396.05
ADMINISTRATIVE FEES:		
	DEFENSIVE DRIVING	10.00
	CHILD SAFETY	0.00
	TRAFFIC	15.11
	ADMINISTRATIVE FEES	143.16
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	168.27
CR 1000-001-44363	CONSTABLE FEES-SERVICE	150.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44063	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	49.85
CR 1000-001-44322	SCHOOL CROSSING/CHILD SAFETY FEE	0.00
CR 1000-001-44145	DUE TO STATE-DRIVING EXAM FEE	0.00
CR 1000-999-20741	DUE TO STATE-SEATBELT FINES	14.71
CR 1000-999-20744	DUE TO STATE-CHILD SEATBELT FEE	0.00
CR 1000-999-20745	DUE TO STATE-OVERWEIGHT FINES	0.00
CR 1000-999-20746	DUE TO JP COLLECTIONS ATTORNEY	484.50
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$2,681.24
CR 2670-001-44063	COURTHOUSE SECURITY FUND	\$60.77
CR 2720-001-44063	JUSTICE COURT SECURITY FUND	\$3.88
CR 2719-001-44063	JUSTICE COURT TECHNOLOGY FUND	\$55.63
CR 2699-001-44063	JUVENILE CASE MANAGER FUND	\$20.00
CR 2730-001-44063	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$50.13
CR 2669-001-44063	COUNTY JURY FUND	\$1.00
CR 2728-001-44063	JUSTICE COURT SUPPORT FUND	\$75.00
CR 2677-001-44063	COUNTY DISPUTE RESOLUTION FUND	\$15.00
CR 2725-001-44063	LANGUAGE ACCESS FUND	\$9.00
STATE ARREST FEES		
	DPS FEES	9.31
	P&W FEES	0.00
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	9.31
CR 7020-999-20740	CCC-GENERAL FUND	15.53
CR 7070-999-20610	CCC-STATE	139.81
DR 7070-999-10010		155.34
CR 7072-999-20610	STATE CCC- GENERAL FUND	62.15
CR 7072-999-20740	STATE CCC- STATE	559.40
DR 7072-999-10010		621.55
CR 7860-999-20610	STF/SUBC-GENERAL FUND	0.84
CR 7860-999-20740	STF/SUBC-STATE	15.96
DR 7860-999-10010		16.80
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	8.95
CR 7860-999-20740	STF- EST 9/1/2019- STATE	214.84
DR 7860-999-10010		223.79

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

12/4/2024

COURT NAME: JUSTICE OF PEACE NO. 3
MONTH OF REPORT: NOVEMBER
YEAR OF REPORT: 2024

CR 7950-999-20610	TP-GENERAL FUND	7.00
CR 7950-999-20740	TP-STATE	7.00
DR 7950-999-10010		<u>14.00</u>
CR 7480-999-20610	CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740	CIVIL INDIGENT LEGAL-STATE	0.00
DR 7480-999-10010		<u>0.00</u>
CR 7865-999-20610	CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.78
CR 7865-999-20740	CRIM-SUPP OF IND LEG SVCS-STATE	6.99
DR 7865-999-10010		<u>7.77</u>
CR 7970-999-20610	TL/FTA-GENERAL FUND	0.00
CR 7970-999-20740	TL/FTA-STATE	0.00
DR 7970-999-10010		<u>0.00</u>
CR 7505-999-20610	JPAY - GENERAL FUND	2.33
CR 7505-999-20740	JPAY - STATE	20.97
DR 7505-999-10010		<u>23.30</u>
CR 7857-999-20610	JURY REIMB. FUND- GEN. FUND	1.56
CR 7857-999-20740	JURY REIMB. FUND- STATE	14.01
DR 7857-999-10010		<u>15.57</u>
CR 7856-999-20610	CIVIL JUSTICE DATA REPOS.- GEN FUND	0.01
CR 7856-999-20740	CIVIL JUSTICE DATA REPOS.- STATE	0.14
DR 7856-999-10010		<u>0.15</u>
CR 7502-999-20740	JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
DR 7502-999-10010		<u>0.00</u>
7998-999-20740	TRUANCY PREVENT/DIV FUND - STATE	3.89
7998-999-20701	JUVENILE CASE MANAGER FUND	3.89
DR 7998-999-10010		<u>7.77</u>
7403-999-22889	ELECTRONIC FILING FEE - CV STATE	0.00
DR 7403-999-22889		<u>0.00</u>
7858-999-20740	STATE CONSOLIDATED CIVIL FEE	63.00
		<u>63.00</u>

TOTAL (Distrib Req to Oper Acct) \$4,130.00

DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD	0.00
DA - RESTITUTION	0.00
REFUND OF OVERPAYMENTS	20.00
OUT-OF-COUNTY SERVICE FI	0.00
CASH BONDS	0.00
PARKS & WILDLIFE FINES	0.00
WATER SAFETY FINES	0.00
TOTAL DUE TO OTHERS	<u>\$20.00</u>

TOTAL COLLECTED-ALL FUNDS \$4,150.00

LESS: TOTAL TREASUER'S RECEIPTS \$4,150.00

OVER/(SHORT) \$0.00

REVISED 02/02/2021

Facsimile Cover Sheet

Date: December 9, 2024

Page (s) 5
(Including Cover)

FROM: JUSTICE COURT PCT. 4, CALHOUN COUNTY
103 W. Dallas Street, P.O. Box 520
Seadrift, Texas 77983

FAX: 1-361-785-2179

PHONE: 361-785-7082

TO: County Commissioner Court Office
Attn:

FAX: 361-553-4444

PHONE: 361-553-4600

Ref: November 2024 – JP4 Monthly Money Distribution Report

Please give me a call if you have any questions.

Thank you,
Patsy Spence, JP4 Court Clerk
Judge Wesley J. Hunt

ENTER COURT NAME:		JUSTICE OF PEACE NO. 4
ENTER MONTH OF REPORT		NOVEMBER
ENTER YEAR OF REPORT		2024
	CODE	AMOUNT
CASH BONDS		
ADMINISTRATION FEE - ADMF		
BREATH ALCOHOL TESTING - BAT		
CONSOLIDATED COURT COSTS - CCC	80.00	
STATE CONSOLIDATED COURT COST- 2020	120.17	
LOCAL CONSOLIDATED COURT COST- 2020	27.14	
COURTHOUSE SECURITY - CHS	6.00	
CJP		
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	0.20	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI		
CR		
CHILD SAFETY - CS	3.00	
CHILD SEATBELT FEE - CSBF		
CRIME VICTIMS COMPENSATION - CVC		
DPSC/FAILURE TO APPEAR - OMNI - DPSC	30.00	
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020		
ELECTRONIC FILING FEE - EEF		
FUGITIVE APPREHENSION - FA		
GENERAL REVENUE - GR		
CRIM - IND LEGAL SVCS SUPPORT - IDF	4.00	
JUVENILE CRIME & DELINQUENCY - JCD		
JUVENILE CASE MANAGER FUND - JCMF	5.00	
JUSTICE COURT PERSONNEL TRAINING - JCPT		
JUROR SERVICE FEE - JSF		
LOCAL ARREST FEES - LAF	19.89	
LEMI		
LEOA		
LEOC		
OCL		
PARKS & WILDLIFE ARREST FEES - PWAF		
STATE ARREST FEES - SAF		
SCHOOL CROSSING/CHILD SAFETY FEE - SCF		
SUBTITLE C - SUBC	30.00	
STATE TRAFFIC FINES-EST 9.1.19- STF	50.00	
TABC ARREST FEES - TAF		
TECHNOLOGY FUND - TF	8.00	
TRAFFIC - TFC	3.00	
LOCAL TRAFFIC FINE- 2020	3.00	
TIME PAYMENT - TIME		
TIME PAYMENT REIMBURSEMENT FEE- 2020		
TRUANCY PREVENTION/DIVERSION FUND - TPDF	2.00	
LOCAL & STATE WARRANT FEES - WRNT		
COLLECTION SERVICE FEE-MVBA - CSRV	236.57	
DEFENSIVE DRIVING COURSE - DDC		
DEFERRED FEE - OFF		
DRIVING EXAM FEE- PROV DL		
FILING FEE - FFEE		
STATE CONSOLIDATED CIVIL FEE - 2022		
LOCAL CONSOLIDATED CIVIL FEE - 2022		
FILING FEE SMALL CLAIMS - FFSC		
JURY FEE - JF	8.00	
COPIES/CERTIFIED COPIES - CC		
INDIGENT FEE - CFF or INDF		
JUDGE PAY RAISE FEE - JPAY	12.00	
SERVICE FEE - SFEE		
OUT-OF-COUNTY SERVICE FEE		
ELECTRONIC FILING FEE - EEF CV		
EXPUNGEMENT FEE - EXPG		
EXPIRED RENEWAL - EXPR		
ABSTRACT OF JUDGEMENT - AOJ		
ALL WRITS - WOP / WOE	195.00	
DPS FTA FINE - DPSF		
LOCAL FINES - FINE	457.73	
LICENSE & WEIGHT FEES - LWF		
PARKS & WILDLIFE FINES - PWF		
SEATBELT/UNRESTRAINED CHILD FINE - SEAT		
JUDICIAL & COURT PERSONNEL TRAINING-JCPT		
* OVERPAYMENT (OVER \$10) - OVER		
* OVERPAYMENT (\$10 AND LESS) - OVER		
RESTITUTION - REST		
PARKS & WILDLIFE-WATER SAFETY FINES-WSF		
MARINE SAFETY PARKS & WILDLIFE - MSO		
TOTAL ACTUAL MONEY RECEIVED		\$1,259.50
TYPE:	AMOUNT	
TOTAL WARRANT FEES	0.00	
ENTER LOCAL WARRANT FEES		RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES	\$0.00	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
DUE TO OTHERS:	AMOUNT	
DUE TO CCISO - 50% of Fine on JV cases	0.00	PLEASE INCLUDE O.R. REQUESTING DISBURSEMENT
DUE TO DA RESTITUTION FUND	0.00	PLEASE INCLUDE O.R. REQUESTING DISBURSEMENT
REFUND OF OVERPAYMENTS	0.00	PLEASE INCLUDE O.R. REQUESTING DISBURSEMENT
OUT-OF-COUNTY SERVICE FEE	0.00	PLEASE INCLUDE O.R. REQUESTING DISBURSEMENT
CASH BONDS	0.00	PLEASE INCLUDE O.R. REQUESTING DISBURSEMENT (IF REQUIRED)
TOTAL DUE TO OTHERS	\$0.00	
TREASURERS RECEIPTS FOR MONTH:	AMOUNT	
CASH, CHECKS, M.O.s & CREDIT CARDS	\$1,259.50	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	\$1,259.50	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

12/2/2024

COURT NAME: JUSTICE OF PEACE NO. 4
 MONTH OF REPORT: NOVEMBER
 YEAR OF REPORT: 2024

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45014	FINES	457.73
CR 1000-001-44190	SHERIFF'S FEES	19.89
ADMINISTRATIVE FEES:		
	DEFENSIVE DRIVING	0.00
	CHILD SAFETY	3.00
	TRAFFIC	6.00
	ADMINISTRATIVE FEES	0.00
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	9.00
CR 1000-001-44364	CONSTABLE FEES-SERVICE	155.00
CR 1000-001-44010	JP FILING FEES	8.00
CR 1000-001-44064	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	0.00
CR 1000-001-44322	SCHOOL CROSSING/CHILD SAFETY FEE	0.00
CR 1000-001-44145	DUE TO STATE-DRIVING EXAM FEE	0.00
CR 1000-999-20741	DUE TO STATE-SEATBELT FINES	0.00
CR 1000-999-20744	DUE TO STATE-CHILD SEATBELT FEE	0.00
CR 1000-999-20745	DUE TO STATE-OVERWEIGHT FINES	0.00
CR 1000-999-20746	DUE TO JP COLLECTIONS ATTORNEY	236.57
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$885.99
CR 2670-001-44064	COURTHOUSE SECURITY FUND	\$13.25
CR 2720-001-44064	JUSTICE COURT SECURITY FUND	\$1.25
CR 2719-001-44064	JUSTICE COURT TECHNOLOGY FUND	\$15.75
CR 2699-001-44064	JUVENILE CASE MANAGER FUND	\$5.00
CR 2730-001-44064	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$9.69
CR 2669-001-44064	COUNTY JURY FUND	\$0.19
CR 2728-001-44064	JUSTICE COURT SUPPORT FUND	\$0.00
CR 2677-001-44064	COUNTY DISPUTE RESOLUTION FUND	\$0.00
CR 2725-001-44064	LANGUAGE ACCESS FUND	\$0.00
STATE ARREST FEES		
	DPS FEES	0.00
	P&W FEES	0.00
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	0.00
CR 7020-999-20740	CCC-GENERAL FUND	8.00
CR 7070-999-20610	CCC-STATE	72.00
DR 7070-999-10010		80.00
CR 7072-999-20610	STATE CCC- GENERAL FUND	12.02
CR 7072-999-20740	STATE CCC- STATE	108.15
DR 7072-999-10010		120.17
CR 7860-999-20610	STF/SUBC-GENERAL FUND	1.50
CR 7860-999-20740	STF/SUBC-STATE	28.50
DR 7860-999-10010		30.00
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	2.00
CR 7860-999-20740	STF- EST 9/1/2019- STATE	48.00
DR 7860-999-10010		50.00

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

12/2/2024

COURT NAME: JUSTICE OF PEACE NO. 4
MONTH OF REPORT: NOVEMBER
YEAR OF REPORT: 2024

CR 7950-999-20610
CR 7950-999-20740

DR 7950-999-10010

TP-GENERAL FUND
TP-STATE

0.00

0.00

0.00

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

12/2/2024

COURT NAME: JUSTICE OF PEACE NO. 4
 MONTH OF REPORT: NOVEMBER
 YEAR OF REPORT: 2024

CR 7480-999-20610		CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740		CIVIL INDIGENT LEGAL-STATE	0.00
	DR 7480-999-10010		0.00
CR 7865-999-20610		CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.40
CR 7865-999-20740		CRIM-SUPP OF IND LEG SVCS-STATE	3.60
	DR 7865-999-10010		4.00
CR 7970-999-20610		TL/FTA-GENERAL FUND	10.00
CR 7970-999-20740		TL/FTA-STATE	20.00
	DR 7970-999-10010		30.00
CR 7505-999-20610		JPAY - GENERAL FUND	1.20
CR 7505-999-20740		JPAY - STATE	10.80
	DR 7505-999-10010		12.00
CR 7857-999-20610		JURY REIMB. FUND- GEN. FUND	0.00
CR 7857-999-20740		JURY REIMB. FUND- STATE	0.00
	DR 7857-999-10010		0.00
CR 7856-999-20610		CIVIL JUSTICE DATA REPOS.- GEN FUND	0.02
CR 7856-999-20740		CIVIL JUSTICE DATA REPOS.- STATE	0.18
	DR 7856-999-10010		0.20
CR 7502-999-20740		JUD/CRT PERSONNEL TRAINING FUND- STATE	0.00
	DR 7502-999-10010		0.00
7998-999-20740		TRUANCY PREVENT/DIV FUND - STATE	1.00
7998-999-20701		JUVENILE CASE MANAGER FUND	1.00
	DR 7998-999-10010		2.00
7403-999-22889		ELECTRONIC FILING FEE - CV STATE	0.00
	DR 7403-999-22889		0.00
7858-999-20740		STATE CONSOLIDATED CIVIL FEE	0.00
			0.00
		TOTAL (Distrib Req to Oper Acct)	\$1,259.50
	DUE TO OTHERS (Distrib Req Attchd)		
	CALHOUN COUNTY ISD	0.00	
	DA - RESTITUTION	0.00	
	REFUND OF OVERPAYMENTS	0.00	
	OUT-OF-COUNTY SERVICE FI	0.00	
	CASH BONDS	0.00	
	PARKS & WILDLIFE FINES	0.00	
	WATER SAFETY FINES	0.00	
	TOTAL DUE TO OTHERS		\$0.00
	TOTAL COLLECTED-ALL FUNDS		\$1,259.50
	LESS: TOTAL TREASUER'S RECEIPTS		\$1,259.50
	OVER/(SHORT)		\$0.00

Agriculture and Natural Resources
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
November 2024

Miles traveled: County Vehicle:250 Personal Vehicle: 0

Selected major activities since last report

1st- Judged FFA Leadership Contest
5th – Pasture Rangeland Result Demo Megan Clayton lead meeting
7th – Major Show Night
7th County Farm Bureau Meeting
10th – 4-H Swine project Check
12-14th Lubbock Feedyard Visits Texas Farm Bureau State Committee
15th – Victoria Ag Agent Meeting
19th – Row Crop Committee Meeting
21st- Ag in the Classroom
25th – Hunter Education (13)

Direct Contacts by:

Office: 9 **E-mail:** 59 **Facebook Posts/Followers:** 1 posts/663 followers
Site: 3 **Newsletters:** 0 **Instagram Posts/Followers:** 0 Post/ 0 followers
Phone/Texts: 38

Major events for next month – December 2024

5th – 8th – Texas Farm Bureau 91st Annual Meeting
11th – County Jr. Livestock Meeting
18th – County Open House

Hailey Hayes

Calhoun

Family and Community Health
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
November 2024

Miles traveled: Small trips in County 86 out of County

Selected major activities since last report:

- November Meetings- 5, 7, 12, 18, 19, & 21 District 11, Calhoun Co ISD SHAC, Cal Co Library Board, Program Area Committee, Volunteer Steering Committee, United Way Board, & Senior Citizen's Board
- Walk Across Texas finishes Nov 10 at HOPE High School- Healthy South Texas School Criteria met
- Nov 1, 4, 6-8, 13-15, 18, 20-22, 25 & 27 Strong People Strong Bodies (extension office auditorium PM and Senior Citizen's Center AM) – 5 classes a week. We have added Cardio to PM classes.
- Nov 3 Teaching Knife Skills to Town and Country 4-H Club- Possibly with Commissioner Lyssy
- Nov 5, 7, 12, 14 & 26 Pickleball led by volunteers
- Nov 12 "Dinner Tonight" Lunch followed by Program Area Committee meeting Mexican dishes
- Nov 13 Early Learning Collaborative Symposium (virtual)
- Nov 14 & 15 Tamale Classes in Calhoun then Aransas Counties
- Nov 19, 20 & 21 Fentanyl Classes were held by Watch UR BAC through AgriLife Extension Service
- Nov 21 Ag Day with the Extension office. I taught 3rd graders about MyPlate

Direct Contacts by:

Office: 3 Volunteers: 2 Facebook Page Post 32 Followers 720 Instagram Posts 23

Site:0 Newsletters: 0 Facebook profile 1025+ Friends 1 posts

Phone/Texts: 150 In Person Educational Participant Contacts – 559

Major events for next month – December 2024

- November Meetings- 5, 7, 12, 18, 19, & 21 District 11, Calhoun Co ISD SHAC, Cal Co Library Board, Program Area Committee, Volunteer Steering Committee, United Way Board, & Senior Citizen's Board
- Dec 2, 4, 6, 9, 11-13, 16, 18-20, and possibly 23 Strong People Strong Bodies morning and evening
- Dec 3, 5, 10, 12, 17, 19 and 24 Pickleball lead by volunteers
- Dec 3 & 4 Winter Board Meetings in Brownwood Texas
- Dec 5 & 6 District 11 Extension Agent Family and Consumer Sciences Retreat in Cuero
- Dec 9-11 District 11 Food Show and Food Challenge Setup and Competition
- Dec 18 Calhoun AgriLife Extension Service Open House and County Lunch and Learn
- Dec 23 – Jan 1 Planning to take off for Christmas

Karen P. Lyssy
Name

Calhoun
County

CEA – Family and Community Health
Title

November 2024

Texas A&M AgriLife Extension · Texas A&M University System · College Station, Texas

**Coastal and Marine
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
November 2024**

Miles traveled: County Vehicle 482 Personal Vehicle 374

Selected major activities since last report.

11/1 – Linn Pond site visit (Lane Rd.)
11/4-11/5 – AgriLife Natural Resource Meeting in Corpus Christi
11/6 – CPR Recertification Training for Capt. S. Branch
11/8 – TX Sea Grant Extension Meeting with TDA for Restaurant Program
11/12-11/13 – CHS 9th grade programs at Bay Education Center
11/14 – Matagorda Bay Fishing Cooperative Presentation at Oyster Symposium
11/15 – Meeting with USDA FSA Loss Adjuster for Oyster Farm Losses
11/18 – TX Brigades Finance Meeting
11/19 – Meet with Prof. P. Moore about Calhoun County Commercial Fishing History
11/21 – Water Level Sensor Installation at Copano Ranch
11/22 – Judge Meyers Funeral
11/25-1126 - 4H Marine Expo

Direct Contacts by:

Office: 7 E-mail/Letters: 274 Instagram Posts/Followers: 0/1018
Site: 2 Newsletters: 0
Phone/Texts: 178 Volunteers: 0

Major events for next month – December 2024

12/4 – Matagorda Bay Fishing Cooperative Presentation on LNRA Project and Tariff's
12/9 – YMCA Summer Camp Planning Meeting
12/11 – TX Brigades Board Meeting in New Braunfels
12/15 – TXSG Extension Meeting
12/17 – TAMUCC Stages Meeting for water level sensor project
12/18 – Open House

RJ Shelly
Name

Calhoun
County

Coastal and Marine Agent
Title

December 2024
Date (Month-Year)

Texas A&M AgriLife Extension · The Texas A&M University System · College Station, Texas

CALHOUN COUNTY EXTENSION OFFICE
TRAVEL REPORT TO COMMISSIONER'S COURT
November 2024

Date	Travel Description*	Miles	Meals	Lodging	Other (Listed)	Other (Cost)
11/01/2024	Linn Pond Site Visit - Seadrift - CMR - CT	24				
11/01/2024	Blinn Leadership Judging - Schulenburg - AGNR - CT	180.0				
11/05, 6, 12, 13/24	Mindful Self Program - Seadrift - 4-H - PV	64.0				
11/04/2024	AgriLife Resource Meeting - Corpus Christi - CMR - PV	139.0				
11/05/2024	AgriLife Resource Meeting - Corpus Christi - CMR - PV	93.0				
11/12/2024	CHS 9th Grade Bay Education Field Trip - Rockport - CMR - CT	97.0				
11/13/2024	CHS 9th Grade Bay Education Field Trip - Rockport - CMR - CT	97.0				
11/12 - 11/14/2024	Farm Bureau Farm Tours - Lubbock - AGNR - CT	70.0				
11/14/2024	Oyster Symposium - Rockport - CMR - PV	142.0				
11/18 - 11/22/2024	SALE Leadership Extension - Louisiana - 4-H - CT	702.0				
11/21/2024	Water Level Sensor Installation - Refugio County - CMR - CT	102.0				
11/25 - 11/26/2024	4-H Marine Expo - Rockport - 4-H & CMR - CT	119.0				
		1829.0		\$ -		

* CT - denotes use of county truck; PV - denotes use of personal vehicle; CP - denotes agent carpooled to event; CV - denotes use of county van

* EA-AGNR denotes Hailey Hayes; CEA-4-H denotes Emilee DeForest ; CEA-FCH denotes Karen Lyssy; CEA-CMR denotes RJ Shelly

hereby certify that this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Emilee DeForest 11/11/24

Karen Lyssy

Emilee DeForest
County Extension Agent
4-H & Youth Development

Hailey Hayes
County Extension Agent
Ag & Natural Resources

Karen Lyssy
County Extension Agent
Family & Community Health

RJ Shelly
County Extension Agent
Coastal Marine Resource

4-H and Youth Development
EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT
November 2024

Miles traveled: County Vehicle 821; Personal Vehicle 64

Selected major activities since last report

November 4 – Coastal Bend 4-H Marine Expo Camp Meeting
SALE – Leadership Extension Meeting
Food Challenge Practice
November 5 – Mindful SELF Program – Seadrift Class 1
November 6 – Mindful SELF Program – Seadrift Class 2
November 7 – Texas 4-H Summit (virtual)
Major Show Sign Up Night
November 12 – Mindful SELF Program – Seadrift Class 1
Adulting 101 Planning Meeting
November 13 – Mindful SELF Program – Seadrift Class 2
November 15 – Dollars and Sense Program – Port O'Connor 4th & 5th Grade
November 18-22 – SALE – Leadership Extension Session 2 – Louisiana
November 25-26 – Coastal Bend 4-H Marine Expo Camp (Rockport/Port Aransas)

Direct Contacts by:

Office: 12	E-mail: 178	Facebook Posts/Followers: 2 posts/718 followers
Site: 4	Newsletters: 1	Instagram Posts/Followers: 1 posts/264 followers
Phone/Texts: 53	4-H Enrollment: 179 youth; 27 adult volunteers	

Major events for next month – December 2024

December 3 – Mindful SELF Program – Seadrift Class 1
December 4 – Mindful SELF Program – Seadrift Class 2
December 10-11 – District 11 4-H Food Show/Food Challenge (Cuero)
December 12 – Mindful SELF Program – Seadrift Class 1
HJM Oyster Program
December 13 – Mindful SELF Program – Seadrift Class 2
December 16 – County Council Christmas Party
December 17 – Mindful SELF Program - Class 1
December 18 – D11 TAE4-HA Meeting
Extension Office Open House
Mindful SELF Program - Class 2
December 20 – 4-H Sportfishing Trip

Emilee S. DeForest

Calhoun

CEA – 4-H and Youth Development

November 2024

Texas A&M AgriLife Extension · The Texas A&M University System · College Station, Texas

22

22. Consider and take necessary action on any necessary budget adjustments. (RHM)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, December 18, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND FUND NO: 1000

DEPARTMENT NAME: BUILDING MAINTENANCE DEPARTMENT NO: 170

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE/DECREASE
53640	JANITOR SUPPLIES	999	NO GRANT	\$0	\$0	\$1,000	\$0	(\$1,000)
60360	AUTOMOTIVE REPAIRS	999	NO GRANT	\$0	\$0	\$0	\$1,943	\$1,943
65452	REPAIRS-BAUER BLDG	999	NO GRANT	\$0	\$0	\$943	\$0	(\$943)
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$1,943	\$1,943	\$0

BUILDING MAINTENANCE TOTAL \$0 \$0 \$1,943 \$1,943 \$0

DEPARTMENT NAME: COMMISSIONERS COURT DEPARTMENT NO: 230

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE/DECREASE
50545	GRANT ADMINISTRATOR	999	NO GRANT	\$0	\$0	\$0	\$8,000	\$8,000
62955	INTERNET SERVICES	999	NO GRANT	\$0	\$0	\$1,000	\$0	(\$1,000)
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$7,000	\$0	(\$7,000)
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$8,000	\$8,000	\$0

COMMISSIONERS COURT TOTAL \$0 \$0 \$8,000 \$8,000 \$0

DEPARTMENT NAME: CONSTABLE-PRECINCT #3 DEPARTMENT NO: 600

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, December 18, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: CONSTABLE-PRECINCT #3

DEPARTMENT NO: 600

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
62965	INTERNET SERVICES	999	NO GRANT	\$0	\$0	\$200	\$0	(\$200)
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$0	\$200	\$200
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$200	\$200	\$0

CONSTABLE-PRECINCT #3 TOTAL \$0 \$0 \$200 \$200 \$0

DEPARTMENT NAME: CONSTABLE-PRECINCT #4

DEPARTMENT NO: 610

AMENDMENT NO: 6907 REQUESTOR: CONSTABLE PRECINCT #4

AMENDMENT REASON: LINE ITEM TRANSFER FOR REPLACEMENT OF GEAR

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53430	LAW ENFORCEMENT SUPPLIES	999	NO GRANT	\$0	\$0	\$2,100	\$0	(\$2,100)
53995	UNIFORMS	999	NO GRANT	\$0	\$0	\$0	\$399	\$399
62955	INTERNET SERVICES	999	NO GRANT	\$0	\$0	\$0	\$60	\$60
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$0	\$176	\$176
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$0	\$699	\$699
71650	EQUIPMENT	999	NO GRANT	\$0	\$0	\$0	\$766	\$766
AMENDMENT NO 6907 TOTAL				\$0	\$0	\$2,100	\$2,100	\$0

CONSTABLE-PRECINCT #4 TOTAL \$0 \$0 \$2,100 \$2,100 \$0

DEPARTMENT NAME: COUNTY TREASURER

DEPARTMENT NO: 210

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, December 18, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COUNTY TREASURER

DEPARTMENT NO: 210

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
53020	GENERAL OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$2,000	\$0	(\$2,000)
63500	MACHINE MAINTENANCE	999	NO GRANT	\$0	\$0	\$0	\$1,200	\$1,200
66310	TRAINING REGISTRATION FEES/TRA	999	NO GRANT	\$0	\$0	\$0	\$400	\$400
71648	EQUIPMENT-COMPUTER	999	NO GRANT	\$0	\$0	\$0	\$400	\$400
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$2,000	\$2,000	\$0

COUNTY TREASURER TOTAL \$0 \$0 \$2,000 \$2,000 \$0

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES

DEPARTMENT NO: 345

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
61710	DEPARTMENTAL REPAIRS	999	NO GRANT	\$0	\$0	\$0	\$300	\$300
66600	UTILITIES	999	NO GRANT	\$0	\$0	\$300	\$0	(\$300)
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$300	\$300	\$0

EMERGENCY MEDICAL SERVICES TOTAL \$0 \$0 \$300 \$300 \$0

DEPARTMENT NAME: HUMAN RESOURCES

DEPARTMENT NO: 265

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, December 18, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: HUMAN RESOURCES

DEPARTMENT NO: 265

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$500	\$0		(\$500)
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$0	\$500		\$500
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$500	\$500		\$0

HUMAN RESOURCES TOTAL \$0 \$0 \$500 \$500 \$0

DEPARTMENT NAME: INFORMATION TECHNOLOGY

DEPARTMENT NO: 275

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
66192	TELEPHONE SERVICES	999	NO GRANT	\$0	\$0	\$200	\$0		(\$200)
66310	TRAINING REGISTRATION FEES/TRA	999	NO GRANT	\$0	\$0	\$0	\$200		\$200
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$200	\$200		\$0

INFORMATION TECHNOLOGY TOTAL \$0 \$0 \$200 \$200 \$0

DEPARTMENT NAME: JAIL

DEPARTMENT NO: 180

AMENDMENT NO: 6904 REQUESTOR: ADULT DETENTION CENTER

AMENDMENT REASON: LINE ITEM TRANSFER

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, December 18, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: JAIL

DEPARTMENT NO: 180

AMENDMENT NO: 6904 REQUESTOR: ADULT DETENTION CENTER

AMENDMENT REASON: LINE ITEM TRANSFER

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
50363	DEPUTY JAILER	999	NO GRANT	\$0	\$0	\$0	\$58,445	\$58,445
53995	UNIFORMS	999	NO GRANT	\$0	\$0	\$0	\$180	\$180
65835	SOFTWARE MAINTENANCE (ANNUA	999	NO GRANT	\$0	\$0	\$180	\$0	(\$180)
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$58,445	\$0	(\$58,445)
AMENDMENT NO 6904 TOTAL				\$0	\$0	\$58,625	\$58,625	\$0
JAIL TOTAL				\$0	\$0	\$58,625	\$58,625	\$0

DEPARTMENT NAME: JUSTICE OF PEACE-PRECINCT #1

DEPARTMENT NO: 450

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
53020	GENERAL OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$500	\$500
53030	PHOTO COPIES/SUPPLIES	999	NO GRANT	\$0	\$0	\$500	\$0	(\$500)
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$500	\$500	\$0
JUSTICE OF PEACE-PRECINCT #1 TOTAL				\$0	\$0	\$500	\$500	\$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1

DEPARTMENT NO: 540

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, December 18, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1 DEPARTMENT NO: 540

AMENDMENT NO: 6905 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)
50075	ASSISTANT FOREMAN	999	NO GRANT	\$0	\$0	\$0	\$1,000	\$1,000
50715	LIGHT EQUIPMENT OPERATOR	999	NO GRANT	\$0	\$0	\$0	\$5,100	\$5,100
50900	SPECIAL LICENSE	999	NO GRANT	\$0	\$0	\$0	\$250	\$250
53020	GENERAL OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$1,000	\$1,000
53210	MACHINERY PARTS/SUPPLIES	999	NO GRANT	\$0	\$0	\$1,200	\$0	(\$1,200)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$3,000	\$3,000
53520	TIRES AND TUBES	999	NO GRANT	\$0	\$0	\$7,350	\$0	(\$7,350)
53590	SIGNS	999	NO GRANT	\$0	\$0	\$0	\$200	\$200
53992	SUPPLIES-MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$0	\$1,000	\$1,000
60795	CLEANING-PARKS	999	NO GRANT	\$0	\$0	\$0	\$828	\$828
65180	RADIO MAINTENANCE	999	NO GRANT	\$0	\$0	\$0	\$29	\$29
65468	REPAIRS-BOAT RAMPS/PIERS	999	NO GRANT	\$0	\$0	\$3,828	\$0	(\$3,828)
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$29	\$0	(\$29)
AMENDMENT NO 6905 TOTAL				\$0	\$0	\$12,407	\$12,407	\$0

ROAD AND BRIDGE-PRECINCT #1 TOTAL \$0 \$0 \$12,407 \$12,407 \$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2 DEPARTMENT NO: 550

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
53210	MACHINERY PARTS/SUPPLIES	999	NO GRANT	\$0	\$0	\$300	\$0	(\$300)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$500	\$500
53540	GASOLINE/OIL/DIESEL/GREASE	999	NO GRANT	\$0	\$0	\$200	\$0	(\$200)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, December 18, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #2 DEPARTMENT NO: 550

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
AMENDMENT NO 6908 TOTAL									
				\$0	\$0	\$500	\$500	\$0	\$0
ROAD AND BRIDGE-PRECINCT #2 TOTAL				\$0	\$0	\$500	\$500	\$0	\$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #4 DEPARTMENT NO: 570

AMENDMENT NO: 6906 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	FUND BAL DECREASE
53550	LUMBER	999	NO GRANT	\$0	\$0	\$0	\$3,000	\$3,000	
53580	PIPE	999	NO GRANT	\$0	\$0	\$5,621	\$0	(\$5,621)	
53590	SIGNS	999	NO GRANT	\$0	\$0	\$0	\$4,064	\$4,064	
53595	TOOLS	999	NO GRANT	\$0	\$0	\$0	\$677	\$677	
53630	INSECTICIDES/PESTICIDES	999	NO GRANT	\$0	\$0	\$22,095	\$0	(\$22,095)	
60520	BUILDING REPAIRS	999	NO GRANT	\$0	\$0	\$0	\$4,486	\$4,486	
63350	LEGAL SERVICES	999	NO GRANT	\$0	\$0	\$0	\$1,799	\$1,799	
63500	MACHINE MAINTENANCE	999	NO GRANT	\$0	\$0	\$0	\$499	\$499	
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$108	\$0	(\$108)	
66498	TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$0	\$3,403	\$3,403	
70750	CAPITAL OUTLAY	999	NO GRANT	\$0	\$0	\$0	\$9,896	\$9,896	
AMENDMENT NO 6906 TOTAL				\$0	\$0	\$27,824	\$27,824	\$0	\$0

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, December 18, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #4 DEPARTMENT NO: 570

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
51920	GROUP INSURANCE	999	NO GRANT	\$0	\$0	\$0	\$5,100	\$5,100	(\$5,100)
53510	ROAD & BRIDGE SUPPLIES	999	NO GRANT	\$0	\$0	\$5,100	\$0	\$0	\$0
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$5,100	\$5,100	\$0	\$0

ROAD AND BRIDGE-PRECINCT #4 TOTAL \$0 \$0 \$32,924 \$32,924 \$0

DEPARTMENT NAME: WASTE MANAGEMENT DEPARTMENT NO: 380

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
53020	GENERAL OFFICE SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$533	\$533	(\$533)
53210	MACHINERY PARTS/SUPPLIES	999	NO GRANT	\$0	\$0	\$882	\$0	\$0	(\$882)
53595	TOOLS	999	NO GRANT	\$0	\$0	\$0	\$79	\$79	(\$79)
53640	JANITOR SUPPLIES	999	NO GRANT	\$0	\$0	\$0	\$169	\$169	(\$169)
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	\$0	\$0	\$0	\$11	\$11	(\$11)
64190	OIL FILTER RECYCLING	999	NO GRANT	\$0	\$0	\$0	\$44	\$44	(\$44)
66476	TRAVEL IN COUNTY	999	NO GRANT	\$0	\$0	\$0	\$46	\$46	(\$46)
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$882	\$882	\$0	\$0

WASTE MANAGEMENT TOTAL \$0 \$0 \$882 \$882 \$0

GENERAL FUND TOTAL \$0 \$0 \$121,081 \$121,081 \$0

FUND NAME AIRPORT FUND

FUND NO: 2610

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, December 18, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME AIRPORT FUND

FUND NO: 2610

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6908 REQUESTOR: COUNTY AUDITOR/OVERDRAWN ACCOUNTS

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE DECREASE
63530	MACHINERY/EQUIPMENT REPAIRS	999	NO GRANT	\$0	\$0	\$5,167	\$0	(\$5,167)
73805	ROOF-AIRPORT	999	NO GRANT	\$0	\$0	\$0	\$5,167	\$5,167
AMENDMENT NO 6908 TOTAL				\$0	\$0	\$5,167	\$5,167	\$0

NO DEPARTMENT TOTAL				\$0	\$0	\$5,167	\$5,167	\$0
AIRPORT FUND TOTAL				\$0	\$0	\$5,167	\$5,167	\$0

FUND NAME JUSTICE COURT TECHNOLOGY FUND

FUND NO: 2719

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 6903 REQUESTOR: JUSTICE COURT TECHNOLOGY FUND

AMENDMENT REASON: ADJUST BUDGET FOR SEPTEMBER 2024 REVENUE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE DECREASE
70751	CAPITAL OUTLAY-JP PCT #1	999	NO GRANT	\$0	\$0	\$215	\$0	(\$215)
70752	CAPITAL OUTLAY-JP PCT #2	999	NO GRANT	\$0	\$0	\$24	\$0	(\$24)
70753	CAPITAL OUTLAY-JP PCT #3	999	NO GRANT	\$0	\$0	\$50	\$0	(\$50)
70754	CAPITAL OUTLAY-JP PCT #4	999	NO GRANT	\$0	\$0	\$34	\$0	(\$34)
70755	CAPITAL OUTLAY-JP PCT #5	999	NO GRANT	\$0	\$0	\$85	\$0	(\$85)
AMENDMENT NO 6903 TOTAL				\$0	\$0	\$408	\$0	(\$408)

NO DEPARTMENT TOTAL				\$0	\$0	\$408	\$0	(\$408)

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, December 18, 2024 HEARING TYPE: REGULAR BUDGET YEAR: 2024

FUND NAME JUSTICE COURT TECHNOLOGY FUND

FUND NO: 2719

DEPARTMENT NAME: REVENUE

DEPARTMENT NO: 1

AMENDMENT NO: 6903 REQUESTOR: JUSTICE COURT TECHNOLOGY FUND

AMENDMENT REASON: ADJUST BUDGET FOR SEPTEMBER 2024 REVENUE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
44061	FEEES-JUSTICE OF PEACE-PRECINC	999	NO GRANT	\$204	\$0	\$0	\$0	\$204
44062	FEEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$23	\$0	\$0	\$0	\$23
44063	FEEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$48	\$0	\$0	\$0	\$48
44064	FEEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$32	\$0	\$0	\$0	\$32
44065	FEEES-JUSTICE OF PEACE PRECINC	999	NO GRANT	\$81	\$0	\$0	\$0	\$81
46020	INT INC-JUSTICE SYSTEM	999	NO GRANT	\$20	\$0	\$0	\$0	\$20
AMENDMENT NO 6903 TOTAL				\$408	\$0	\$0	\$0	\$408
REVENUE TOTAL				\$408	\$0	\$0	\$0	\$408
JUSTICE COURT TECHNOLOGY FUND TOTAL				\$408	\$0	\$408	\$0	\$0
Grand Total				\$408	\$0	\$126,656	\$126,248	\$0

23

23. Approval of bills and payroll. (RHM)

MMC Bills:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Indigent Healthcare:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

County Bills:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Adjourned 10:26am

December 18, 2024

APPROVAL LIST - 2024 BUDGET
COMMISSIONERS COURT MEETING OF

12/18/24

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 23

\$297,074.55

UNUM
CITIBANK
JRB SERVICES, LLC
REPUBLIC SERVICES

DECEMBER 2024 PREMIUMS
DEPT CREDIT CARD CHARGES
CAP PROJ - LANE RD DRAINAGE IMPROVEMENTS - FINAL
WASTE MGMT NOV 2024 TRASH BILL

P/R	
\$	2,960.87
A/P	\$ 52,077.11
A/P	\$ 84,755.00
A/P	\$ 5,315.63

TOTAL VENDOR DISBURSEMENTS:

\$ 442,183.16

PAYROLL ON DECEMBER 20, 2024

P/R	
\$	377,470.96

TOTAL PAYROLL AMOUNT:

\$ 377,470.96

CALHOUN COUNTY INDIGENT HEALTH CARE

TOTAL INVESTMENT ACTIVITY AND TRANSFERS BETWEEN FUNDS:

\$ 4,192.75

TOTAL AMOUNT FOR APPROVAL:

\$ 823,846.87

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
AMBULANCE OPERATIONS-MAGNO... BEACH	300	MACHINERY PARTS/SUPPLIES	53210	MAGNOLIA BEACH VOLUNTEER	5067	PO3001...	MAG BEACH AMB 12/11 REIMB- NARCBOW/ ACCESSORIES	1,525.00	
			53210	MAGNOLIA BEACH VOLUNTEER	5067	PO3001...	MAG BEACH AMB 12/11 REIMB- VIBE BOARD TRAINING EQUIPMENT	5,856.00	
AMBULANCE OPERATIONS-MAGNO... BEACH	Total 300							7,381.00	0.00
AMBULANCE OPERATIONS-PORF OCONNOR	330	SERVICES	65740	TISD INC.	7646	1057292...	POC AMB 12/9 ACT# 105729 JAN 2025 INTERNET	74.99	
AMBULANCE OPERATIONS-PORF OCONNOR	Total 330							74.99	0.00
AMBULANCE OPERATIONS-SEADRIFT	340	SERVICES	65740	TISD INC.	7646	1016122...	SEA AMB 12/9 ACT# 101612 JAN 2025 INTERNET	49.99	
AMBULANCE OPERATIONS-SEADRIFT	Total 340							49.99	0.00
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	TOTAL MAINTENANCE SOLUTIONS	3620	INV1338...	MAINT 9/10 (12) BRASS CLOSET SPUD	109.80	
			53610	BOSART LOCK & KEY INC	486	129053	MAINT 11/13 (2) KEYS	7.70	
			53610	POWER HARDWARE LLC	62260	B75278	MAINT 11/27 P-TRAP	25.89	
			53610	GULF COAST HARDWARE LLC	63196	194419	MAINT 12/2 (8) AIR FILTERS	119.92	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2598890	MAINT 12/3 (3) PAD, BUFF. FLR. SPRAY	63.88	
			53640	GULF COAST PAPER CO INC	2619	2600671	MAINT 12/9 (2) SQUEEGERS	170.00	
			53640	GULF COAST PAPER CO INC	2619	2601193	MAINT 12/10 PAPER TOWELS, SOAP, LINERS, CLEANERS, MIS SUP	1,488.91	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
REPAIRS-BAUER BLDG			65452	EAGLE FIRE & SAFETY, INC.	1841	98050	MAINT 12/4 BAUER INSPECTION	168.75	
			65452	COASTAL REFRIGERATION	812	8623213	MAINT 12/5 A/C REPAIRS @ BAUER	775.00	
			65454	TOUNGATE WORTH HYDROCHEM	88670	31526	MAINT 12/1 Q/TLY WATER TX & FILTER CHNG @ CHUJAIL	300.00	
UTILITIES-AG BLDG/FAIRGROUNDS			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 125531623 METAL BLDG KWH 4508	636.32	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 135279709 OLD SHOW BARN KWH 280	38.71	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 145862049 NEW SHOW BARN KWH 1031	120.21	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 150691105 BAUER KWH 170	26.62	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 157104606 RODEO RR KWH 2815	731.13	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 165353885 PAVILION KWH 1787	299.69	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 16603693 AG BLDG KWH 0	8.12	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 200043106 BAUER KWH 9412	1,030.36	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 200305079 FG WOOD SHOP KWH 0	8.12	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 574091035 AG BLDG KWH 6440	932.50	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 575045104 FG POLE KWH 0	8.12	
			66602	SHELL ENERGY SOLUTIONS	71180	2086008	M# 581206114 BALL PK KWH 2560	1,063.92	
66602			66602	SHELL ENERGY SOLUTIONS	71180	2086008	UNMETERED 1 HWY 35 KWH 104	25.50	
66602			66602	SHELL ENERGY SOLUTIONS	71180	2086008	UNMETERED BAUER KWH 104	20.52	
66602			66602	SHELL ENERGY SOLUTIONS	71180	2086008	UNMETERED FG SEC LT KWH 104	41.04	
66602			66602	SHELL ENERGY SOLUTIONS	71180	2086008	UNMETERED FG SEC LT KWH 114	27.33	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
BUILDING MAINTENANCE	Total 170	UTILITIES-COURTHOUSE AND JAIL	66604	SHELL ENERGY SOLUTIONS	71180	2086008	M# 590613050 CH KWH 67968	5,931.68	
		UTILITIES-JAIL	66605	SHELL ENERGY SOLUTIONS	71180	2086008	M# 592811568 JAIL KWH 77760	6,546.39	
		UTILITIES-COURTHOUSE ANNEX	66606	SHELL ENERGY SOLUTIONS	71180	2086008	M# 575045069 ANNEX I KWH 11520	1,389.53	
		UTILITIES-COURTHOUSE ANNEX II	66621	SHELL ENERGY SOLUTIONS	71180	2086008	M# 136523550 ANNEX II KWH 3306	483.69	
		UTILITIES-DISPATCH BUILDING	66623	SHELL ENERGY SOLUTIONS	71180	2086008	M# 592403030 312 LIVE OAK KWH 2500	469.42	
								23,068.77	0.00
COMMISSIONERS COURT	230	INTERNET SERVICES	62955	SPARKLIGHT	9988	1009388...	COM CRT 12/8 ACT# 100938828 CABLE 12/8- 1/7	19.47	
			62955	SPARKLIGHT	9988	1128551...	COM CRT 12/1 ACT# 112855176 DEC 2024 INTERNET	1,353.28	
		MISCELLANEOUS	63920	VALLEY VIEW CONSULTING LLC	8144	4117	COM CRT 12/12 3RD QTR 2024 INVESTMENT ADVISORY SVCS	6,807.04	
COMMISSIONERS COURT	Total 230	UTILITIES-EMERG. COMMUNICATION NETWORK	66607	SHELL ENERGY SOLUTIONS	71180	2086008	M# 200516843 RADIO TOWER KWH 1900	208.23	
								8,388.02	0.00
CONSTABLE-PRECINCT #1	580	LAW ENFORCEMENT SUPPLIES	53430	BORDOVSKY STEVEN	3339	987983	CONSTI 12/2 AMMO, MAGAZINES	914.60	
		INTERNET SERVICES	62955	AT&T MOBILITY	5209	3617462...	CONST 1 6/19 A# 287342783716 INTERNET 5/21- 6/19 (REMAIN)	0.32	
			62955	AT&T MOBILITY	5209	3617462...	CONST 1 7/19 A# 287342783716 INTERNET 6/20- 7/19	59.88	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
CONSTABLE-PRECINCT #1	Total 580		62955	AT&T MOBILITY	5209	3617462...	CONST 1 8/19 A# 287342783716 INTERNET 7/20- 8/19	34.25	
			62955	AT&T MOBILITY	5209	3617462...	CONST 1 9/19 A# 287342783716 INTERNET 8/20- 9/19	31.25	
			62955	AT&T MOBILITY	5209	3617462...	CONST 1 10/19 A# 287342783716 INTERNET 9/20- 10/19	31.25	
			62955	AT&T MOBILITY	5209	3617462...	CONST 1 11/19 A# 287342783716 INTERNET 10/20- 11/19	31.25	
								1,102.80	0.00
CONSTABLE-PRECINCT #3	600	INTERNET SERVICES	62955	AT&T MOBILITY	5209	3617462...	CONST 3 6/19 A# 287342783716 INTERNET 5/21- 6/19 (REMAIN)	0.31	
			62955	AT&T MOBILITY	5209	3617462...	CONST 3 7/19 A# 287342783716 INTERNET 6/20- 7/19	59.87	
			62955	AT&T MOBILITY	5209	3617462...	CONST 3 8/19 A# 287342783716 INTERNET 7/20- 8/19	34.25	
			62955	AT&T MOBILITY	5209	3617462...	CONST 3 9/19 A# 287342783716 INTERNET 8/20- 9/19	31.25	
			62955	AT&T MOBILITY	5209	3617462...	CONST 3 10/19 A# 287342783716 INTERNET 9/20- 10/19	31.25	
CONSTABLE-PRECINCT #3	Total 600		62955	AT&T MOBILITY	5209	3617462...	CONST 3 11/19 A# 287342783716 INTERNET 10/20- 11/19	31.25	
								188.18	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY AUDITOR	190	MACHINE MAINTENANCE	63500	CSI	8885	132135	AUDITOR 11/15 DEC 2024 ALARM MONITORING	35.00	
COUNTY AUDITOR	Total 190							35.00	0.00
COUNTY CLERK	250	MISCELLANEOUS	63920	TEXAS DEPT OF STATE HEALTH	1512	2023747	CO CLK 12/2 NOV 2024 REMOTE BIRTH ACCESS	71.37	
COUNTY CLERK	Total 250							71.37	0.00
COUNTY TREASURER	210	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	41752177	TREAS 12/2 LABELS	36.14	
			53020	QUILL LLC	6602	41759146	TREAS 12/2 LABELS, PENS, MISC OFF SUP	36.64	
			53020	QUILL LLC	6602	41766662	TREAS 12/2 FILE JACKETS, TAPE, ENVELOPES, MISC OFF SUP	1,398.23	
			53020	QUILL LLC	6602	41772741	TREAS 12/3 COIN COUNTER	211.24	
COUNTY TREASURER	Total 210							1,682.25	0.00
DISTRICT ATTORNEY	510	LEGAL SERVICES	63350	BROOKS DAVID B	5955	DB202411	DA 11/27 NOV 2024 SUBSCRIPTION	100.00	
		TRAINING REGISTRATION FEES/TRAVEL	66310	OFFICE OF THE ATTORNEY GENERAL	5899	46597222	DA 12/4 CONF REG- A. GONZALES	385.00	
		BOOKS-LAW	70500	THOMSON REUTERS - WEST	8612	851118953	DA 12/1 NOV 2024 WESTLAW SUBSCRIPTION	1,402.38	
DISTRICT ATTORNEY	Total 510							1,887.38	0.00
DISTRICT CLERK	420	PHOTO COPIES/SUPPLIES	53030	GREAT AMERICA FINANCIAL	2751	38088039	DIST CLK 12/11 COPIER LEASE	244.00	
DISTRICT CLERK	Total 420							244.00	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050	DISHER DAVID A	1398	2024271	DIST CRT 12/5 C# 2024-CR-9034-DC M. GARCIA, IV	620.00	
			60050	RIVERA JOE A	3449	2024267	DIST CRT 12/5 C# 2023-CR-8799-DC J. CAMERO	350.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			60050	RIVERA JOE A	3449	2024268	DIST CRT 12/5 C# 2023-CR-8922-DC M. DEGOLLADO, II	1,750.00	
			60050	BEELER JAMES R	499	2024269	DIST CRT 12/5 C# 2023-CR-8835-DC J. TORRES, JR	350.00	
			60050	BEELER JAMES R	499	2024270	DIST CRT 12/5 C# 2024-CR-9024-DC J. ZAMORA	450.00	
			60050	CLARK JERRY	9858	2024272	DIST CRT 12/5 C# 2024-CR-9002-DC P. TORRES	1,130.00	
		INTERPRETER SERVICES	62960	SCHROER ANDREW CHARLES	7055	2024266	DIST CRT 12/6 C# 2023-CR-8799-DC J. CAMERO	160.00	
DISTRICT COURT	Total 430							4,810.00	0.00
ELECTIONS	270	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	38096670	ELEC 12/12 COPIER LEASE	125.00	
ELECTIONS	Total 270							125.00	0.00
EMERGENCY COMMUNICATION DIVISION	635	UNIFORMS	53995	OUTBURST ADVERTISING LLC	3698	32187	EMER COMM 12/6 UNIFORM EMBROIDERY	419.00	
EMERGENCY COMMUNICATION DIVISION	Total 635							419.00	0.00
EMERGENCY MEDICAL SERVICES	345	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615521...	EMS CNTL 11/28 A# 361-552-1140-032410-5 PHONE 11/28- 12/27	832.09	
			66192	FRONTIER COMMUNICATIONS	2855	3617852...	EMS STH 11/28 A# 361-785-2000- 022718-5 PHONE 11/28- 12/27	336.84	
		UTILITIES	66600	SEAFORT LAKES WATER SYSTEM LLC	1560	1859	EMS STH 12/3 WATER	33.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
EMERGENCY MEDICAL SERVICES	Total 345							3,853.34	0.00
		COMPUTER SUPPLIES	53110	TEXAS A&M AGRILIFE EXT SERV	7872	E511511	EXT SVC 11/22 IPAD	738.00	
		PROGRAM SUPPLIES	53310	DUDLEY ALYSHA A	1491	6482	EXT SVC 11/25 PENCIL PRINTING	230.00	
		TELEPHONE SERVICES	53310	GULF COAST HARDWARE LLC	63199	194457	EXT SVC 12/3 HOSE NOZZLE	6.99	
			66192	AT&T MOBILITY	5209	3619209...	EXT SVC 11/19 ACT# 287335811011 PHONE 10/20-11/19	40.75	
		TRAVEL/ OUT OF COUNTY-CEA/FCS	66460	LYSSY KAREN	eml...	PO1102...	EXT SVC 12/12 DEC 24 OOC TRAVEL REIMB-BROWNWOOD, TX	52.00	
			66460	LYSSY KAREN	eml...	PO1102...	EXT SVC 12/12 DEC 24 OOC TRAVEL REIMB-CUERO, TX	30.00	
		VEHICLE FUEL/OIL/SERVICE	67120	GULF COAST HARDWARE LLC	63199	194457	EXT SVC 12/3 JUMP STARTER, TIRE INFLATOR	209.98	
								1,307.72	0.00
		EXTENSION SERVICE	Total 110						

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
FIRE PROTECTION-OLIVIA P. ALTO	650	SUPPLIES/OPERATING EXPENSES	53980	TRI-WHOLESALE COMPANY, INC.	7637	9301119...	OPA VFD 11/27 TERMINAL- U429	18.35	
			53980	TRI-WHOLESALE COMPANY, INC.	7637	9301119...	OPA VFD 12/2 FILTERS, OIL SUPP	362.23	
			53980	TRI-WHOLESALE COMPANY, INC.	7637	9301119...	OPA VFD 12/4 CREDIT ON RETURN OF WIRE		34.01
		SERVICES	65740	OLIVIA PORT ALTO VOLUNTEER	5810	572060	OPA VFD 11/26 REIMB- REPAIRS- U429	2,082.71	
FIRE PROTECTION-OLIVIA P. ALTO	Total 650							2,463.29	34.01
FIRE PROTECTION-PORT O'CONNOR	680	SUPPLIES/OPERATING EXPENSES	53980	PORT O'CONNOR VOLUNTEER	6218	423515	POC VFD 12/9 REIMB- POWERSTROKE TURBO ACTUATOR KIT	613.01	
FIRE PROTECTION-PORT O'CONNOR	Total 680							613.01	0.00
FIRE PROTECTION-SEADRIFT	690	SUPPLIES/OPERATING EXPENSES	53980	TRI-WHOLESALE COMPANY, INC.	7637	9301119...	SEA VFD 12/3 12V PWR OUTLET, #6 DUAL CABLE	115.76	
FIRE PROTECTION-SEADRIFT	Total 690							115.76	0.00
HUMAN RESOURCES	265	MISCELLANEOUS	63920	GREAT AMERICA FINANCIAL	2751	37992927	HR 11/28 COPIER LEASE 10/24- 11/23	122.19	
HUMAN RESOURCES	Total 265							122.19	0.00
INFORMATION TECHNOLOGY	275	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615539...	IT 11/19 ACT# 287289192983 PHONE 10/20- 11/19	121.49	
		UTILITIES-117 W. ASH ST. BUILDING	66609	SHELL ENERGY SOLUTIONS	71180	2086008	M# 200154539 IT KWH 1524	241.66	
INFORMATION TECHNOLOGY	Total 275							363.15	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JAIL OPERATIONS	180	PRISONER CLOTHING/SUPPLIES	53460	BOB BARKER COMPANY INC	456	INV2083...	JAIL 11/19 SHOES, TOOTHBRUSHES, MOPS	514.12	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	3089253	JAIL 12/9 INMATE GROCERIES	1,663.71	
		UNIFORMS	53995	MOTOROLA SOLUTIONS INC	5171	8282029...	JAIL 11/22 SHIRT SPRING CLIPS	190.00	
		COPIER RENTALS	61310	RICOH USA, INC.	34270	1088110...	JAIL 12/6 DEC 2024 COPIER LEASE	288.67	
		MAINT.-SECURITY/CAMER... SYSTEMS	63640	CML SECURITY LLC	3679	2214601...	JAIL 12/2 SMA RENEWAL	1,984.00	
			63640	CML SECURITY LLC	3679	2214601...	JAIL 12/2 ADD INTERCOM	8,870.00	
			63640	CML SECURITY LLC	3679	2214601...	JAIL 12/2 ADD CAMERA	9,145.00	
		PRISONER MEDICAL SERVICES	64910	SOUTHERN HEALTH PARTNERS	3460	OCF21606	JAIL 9/30 COST POOL LIMITATION	5,563.22	
JAIL OPERATIONS	Total 180							28,218.72	0.00
JUSTICE OF PEACE PRECINCT #2	460	POSTAGE	64790	PITNEY BOWES GLOBAL FIN. SERV.	6268	3319997...	JP2 11/22 POSTAGE METER LEASE 10/10-1/9	82.20	
JUSTICE OF PEACE PRECINCT #2	Total 460							82.20	0.00
JUSTICE OF PEACE-PRECINCT #1	450	POSTAGE	64790	U. S. POSTMASTER	8025	PO4504...	JP1 12/6 POSTAGE	876.00	
JUSTICE OF PEACE-PRECINCT #1	Total 450							876.00	0.00
JUSTICE OF PEACE-PRECINCT #3	470	UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2086008	MM# 131978207 JP3 KWH 592	72.77	
JUSTICE OF PEACE-PRECINCT #3	Total 470							72.77	0.00
JUSTICE OF PEACE-PRECINCT #4	480	POSTAGE	64790	US POSTAL SERVICE	8028	PO2024...	JP4 12/2 ANNUAL POST OFFICE BOX RENTAL	120.00	
		TELEPHONE SERVICES	66192	TISD INC.	7646	8381220...	JP4 12/9 ACT# 083812 JAN 2025 INTERNET	39.99	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JUSTICE OF PEACE-PRECINCT #4	Total 480							159.99	0.00
JUSTICE OF PEACE-PRECINCT #5	490	GENERAL OFFICE SUPPLIES	53020	ODP BUSINESS SOLUTIONS LLC	12340	3921768...	JP5 11/20 FILE FOLDERS, PAPER, PENS, PADS, ENVELOPES	278.81	
			53020	ODP BUSINESS SOLUTIONS LLC	12340	3926550...	JP5 11/20 POST-ITS	8.99	
		TELEPHONE SERVICES	66192	TISD INC.	7646	6839820...	JP5 12/9 ACT# 068398 JAN 2025 INTERNET	89.99	
JUSTICE OF PEACE-PRECINCT #5	Total 490							377.79	0.00
JUVENILE COURT	500	JUVENILE DETENTION SERVICES	63110	VICTORIA REGIONAL JUVENILE	8249	1132024	JUV CRT 12/2 NOV 2024 DETENTION SVCS	9,200.00	
JUVENILE COURT	Total 500							9,200.00	0.00
LIBRARY	140	INTERNET SERVICES	62955	TISD INC.	7646	6122024...	SEA LIBRARY 12/9 ACT# 000612 JAN 2025 INTERNET	99.99	
		UTILITIES-MAIN LIBRARY	66610	SHELL ENERGY SOLUTIONS	71180	2086008	M# 575212773 LIBRARY KWH 10620	1,378.35	
		UTILITIES-SEADRIFT LIBRARY	66622	SHELL ENERGY SOLUTIONS	71180	2086008	M# 558784200 LIBRARY KWH 5800	661.09	
		BOOKS & PRINT MATL-LIBRARY	70550	BAKER & TAYLOR	403	5019223...	LIBRARY 11/20 (4) BOOKS	65.48	
			70550	BAKER & TAYLOR	403	5019223...	LIBRARY 11/20 (5) BOOKS	75.49	
LIBRARY	Total 140							2,515.94	0.00
MUSEUM	150	UTILITIES-MUSEUM	66612	SHELL ENERGY SOLUTIONS	71180	2086008	M# 200152117 MUSEUM KWH 2889	350.99	
MUSEUM	Total 150							350.99	0.00
NO DEPARTMENT	999	DUE FROM HOSPITAL ENTERPRISE FUND	10630	SHELL ENERGY SOLUTIONS	71180	2086008	M# 145489042 701 VIRGINIA ST KWH 5709	694.57	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	Total 999								
ROAD AND BRIDGE-PRECINCT #1	540	GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	7908524...	RBI 12/5 816G DIESEL, 392G UNLEADED, TREATMENT	3,040.15	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4213643...	RBI 12/5 UNIFORMS	150.64	
		BLDG REPAIRS-PARKS	60370	HURTS WASTEWATER MANAGEMENT	3122	4311060...	RBI 10/22 REPL AERATOR @ MAG BEACH RR	250.00	
		EQUIPMENT RENTAL	62510	AIRGAS USA, LLC	136	5512761...	RBI 11/30 NOV 2024 CYLINDER RENTAL	95.12	
		GARBAGE COLLECTION	62659	CYCLONE RESOURCES LLC	7052	1796	RBI 11/22 (1) DUMP- WEST SIDE CLEAN-UP	350.00	
		MISCELLANEOUS	63920	KERRI BOYD, TAX ASSESSOR	4041	1437617...	RBI 12/6 REGISTRATION	22.00	
		OUTSIDE MAINTENANCE	64370	LESTER CONTRACTING, INC.	4623	2416201	RBI 11/30 LONG REACH EXCAVATOR CLEANING	5,200.00	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2086008	M# 160386626 PCT1 KWH 2416	296.56	
		UTILITIES-PARKS	66614	SHELL ENERGY SOLUTIONS	71180	2086008	M# 139353201 2400 AUSTIN ST KWH 534	65.88	
			66614	SHELL ENERGY SOLUTIONS	71180	2086008	M# 157945365 CHOC BAY RR KWH 820	99.44	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ROAD AND BRIDGE-PRECINCT #1	Total 540							9,584.17	0.00
		CAPITAL OUTLAY	70750	POWER HARDWARE LLC	62260	A114282	RB1 12/9 FLATBED FUEL TANK SUP- #541-0220	6.39	
			70750	TRI-WHOLESALE COMPANY, INC.	7637	9301119...	RB1 12/9 FLATBED FUEL TANK SUPP- #541-0220	7.99	
ROAD AND BRIDGE-PRECINCT #2	550	MACHINERY PARTS/SUPPLIES	53210	HOLT CAT	3048	P1MV01...	RB2 12/4 O-RING SEAL, 12V SOLENOID	137.52	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301119...	RB2 12/4 CFI FUEL-BACKHOE	17.67	
		GASOLINE/OIL/DIESEL/GRE...	53540	GULF COAST HARDWARE LLC	63192	194599	RB2 12/9 PROPANE REFL-6.9G	25.46	
		SUPPLIES-MISCELLANEOUS	53992	ARNOLD OIL COMPANY - VICTORIA	1472	102L G4...	RB2 12/9 (216) ANTIFREEZE	1,407.52	
			53992	TRACTOR SUPPLY CREDIT PLAN	7995	1005637...	RB2 11/14 (2) PC WHEEL CUTOF	6.58	
		UTILITIES	66600	SHELL ENERGY SOLUTIONS	71180	2086008	UNMETERED PCT2 SEC LT KWH 57	17.92	
ROAD AND BRIDGE-PRECINCT #2	Total 550							1,612.67	0.00
ROAD AND BRIDGE-PRECINCT #3	560	MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301119...	RB3 11/26 GEAR OIL-SHREDDER	61.15	
		ROAD & BRIDGE SUPPLIES	53510	QUALITY HOT MIX INC	6603	29153	RB3 12/3 26.03T HOT MIX COLD LAID	2,998.66	
		GASOLINE/OIL/DIESEL/GRE...	53540	NEW DISTRIBUTING CO INC	3638	7908424...	RB3 12/5 400G DIESEL, 600G UNLEADED	2,416.08	
		LUMBER	53550	COASTAL NAIL & TOOL LLC	9070	2412159...	RB3 12/4 LUMBER	142.88	
			53550	COASTAL NAIL & TOOL LLC	9070	2412159...	RB3 12/5 LUMBER	126.00	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4213489...	RB3 12/4 FRESHENER	9.48	
		SUPPLIES-MISCELLANEOUS	53992	AIRGAS USA, LLC	136	9156004...	RB3 11/26 WELDING SUPP	30.78	
			53992	AIRGAS USA, LLC	136	9156004...	RB3 11/26 WELDING SUPP	46.64	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
			53992	AIRGAS USA, LLC	136	9600929...	RB3 11/26 CREDIT ON RETURN OF WELDING SUPP		11.18
			53992	K & L SUPPLY INC	3779	46743	RB3 11/21 55G PAVERSOL CLEANER W/ FREIGHT	1,258.73	
			53992	GULF COAST HARDWARE LLC	63193	194493	RB3 12/4 CLAMPS	37.13	
			53992	GULF COAST HARDWARE LLC	63193	194510	RB3 12/5 SEALANT, TUBE CUTTERS, MISC SUPP	124.10	
			53992	GULF COAST HARDWARE LLC	63193	194523	RB3 12/5 COUPLE	19.98	
			53992	REGIONAL STEEL PRODUCTS INC	6803	1132938	RB3 11/20 SHEET METAL	203.91	
			53992	TRL-WHOLESALE COMPANY, INC.	7637	9301119...	RB3 12/3 WIRE CONDUIT	56.00	
			53992	TRL-WHOLESALE COMPANY, INC.	7637	9301119...	RB3 12/4 CLAMPS	31.32	
			53992	TRL-WHOLESALE COMPANY, INC.	7637	9301119...	RB3 12/4 CLAMP, FUSE	24.68	
			53992	COASTAL NAIL & TOOL LLC	9070	2412159...	RB3 12/4 SCREWS	40.00	
			53992	COASTAL NAIL & TOOL LLC	9070	2412159...	RB3 12/5 CONCRETE, SCREWS	45.95	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4213489...	RB3 12/4 UNIFORMS	144.30	
		TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3617461...	RB3 12/3 ACT# 287275183899 PHONE 12/4-1/3	171.95	
		TRAVEL IN COUNTY	66476	ADAME LYNETTE	EM...	PO5601...	RB3 12/10 IN-CNTY TRAVEL REIMB-7/1- 12/31/2024	225.12	
		TRAVEL OUT OF COUNTY	66498	MORELAND WILLIAM	EM...	PO5601...	RB3 12/16 TRAVEL REIMB-SAN ANTONIO, TX 12/2-12/5	231.82	
ROAD AND BRIDGE-PRECINCT #3	Total 560							8,446.66	11.18
ROAD AND BRIDGE-PRECINCT #4	570	MACHINERY PARTS/SUPPLIES	53210	THIRD COAST DISTRIBUTING, LLC	75930	038138	RB4 12/4 CONCENTRATE	26.99	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301119...	RB4 12/4 FUSE, NUTS	6.29	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ROAD & BRIDGE SUPPLIES			53510	KC LEASE SERVICE INC	2893	80669	RB4 12/4 296.09T 1-3/4" LIMESTONE BASE	9,797.62	
			53510	QUALITY HOT MIX INC	6603	29176	RB4 12/12 590.74T PB#4 TOPPING ROCK- POC	50,062.84	
PIPE			53580	JCK GROUP	118	90738	RB4 12/3 (30) CULVERTS	13,671.00	
			53580	JCK GROUP	118	90915	RB4 12/12 (14) CULVERTS	11,515.31	
INSECTICIDES/PESTICIDES			53630	ADAPCO LLC	8458	138855	RB4 12/6 1TOTE MALITHION	22,094.80	
SUPPLIES-MISCELLANEOUS			53992	SHERWIN WILLIAMS	7215	88548	RB4 11/27 PAINT	59.96	
			53992	CINTAS CORPORATION	958	4213488...	RB4 12/4 MAT, MOP	13.17	
				LOC. 083					
EQUIPMENT RENTAL			62510	ANDERSON MACHINERY CO., INC.	13	R5019Q	RB4 11/27 ROLLER RENTAL 11/27- 12/24	3,605.75	
MISCELLANEOUS			63920	TISD INC.	7646	1091222...	RB4 12/9 ACT# 109122 JAN 2025 INTERNET	74.99	
			63920	TISD INC.	7646	8720241...	RB4 12/9 ACT# 000087 JAN 2025 INTERNET- CNTRY WAREHOUSE	44.99	
OUTSIDE SERVICES			64400	DOUGLAS EVA LEE	3778	DEC24	RB4 12/12 DEC 2024 SEA OFFICE CLEANING	300.00	
TELEPHONE SERVICES			66192	FRONTIER COMMUNICATIONS	2855	3619830...	RB4 12/10 ACT# 361-983-0024- 100102-5 PHONE 12/10- 1/9	72.50	
			66192	AT&T MOBILITY	5209	3616558...	RB4 12/4 ACT# 287241943702 PHONE 12/5- 1/4	326.71	
UNIFORMS			66590	CINTAS CORPORATION	958	4213488...	RB4 12/4 UNIFORMS	102.11	
				LOC. 083					
UTILITIES			66600	SHELL ENERGY SOLUTIONS	71180	2086008	M# 130873968 PCT4 WHSE KWH 891	105.41	
			66600	SHELL ENERGY SOLUTIONS	71180	2086008	M# 13455776 PCT4 GREENLAKE KWH 0	5.71	
			66600	SHELL ENERGY SOLUTIONS	71180	2086008	M# 150167413 PCT4 KWH 2346	258.94	
			66600	SHELL ENERGY SOLUTIONS	71180	2086008	M# 154674489 RB4 HARBOR RD KWH 2361	256.42	
			66600	SHELL ENERGY SOLUTIONS	71180	2086008	UNMETERED 105 W DALLAS KWH 155	26.31	
			66600	SHELL ENERGY SOLUTIONS	71180	2086008	UNMETERED PCT4 #1 KWH 104	20.52	

1000 - GENERAL FUND

100174-5 PHONE 1/13-12/12

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
		VEHICLES	74055	VICTORIA COMMUNICATION SERVICE	8229	VIC5127...	SO 12/5 CAMERA CABLE-U22	193.72	
SHERIFF	Total 760		74055	HOUSE OF TINT LLC	86380	INV332	SO 12/16 WINDOW TINT- U1	160.00	
								4,482.73	213.80
WASTE MANAGEMENT	380	MACHINERY PARTS/SUPPLIES	53210	DOGGETT HEAVY MACHINERY SERV	234	W31002	WASTE MGMT 10/10 SENSOR- BACKHOE	38.05	
			53210	DOGGETT HEAVY MACHINERY SERV	234	W31052	WASTE MGMT 10/16 VEHICLE CNTRL- BACKHOE	866.16	
WASTE MANAGEMENT	Total 380							904.21	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
 2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MACHINERY/EQUIPMENT REPAIRS	63530	BASSCO SERVICES INC	4056	70145	AIRPORT 11/27 FILTER CHNGS- TRUCK, FUEL FARMS, WTR DEFENSE	4,012.86	
			63530	BASSCO SERVICES INC	4056	70166	AIRPORT 12/5 INSTALL FILTER, GROUNDING REEL- JET FARM	1,154.62	
		UTILITIES							
			66600	SHELL ENERGY SOLUTIONS	71180	2086008	M# 119414778 AIRPORT RUNWAY LTS KWH 2456	271.27	
			66600	SHELL ENERGY SOLUTIONS	71180	2086008	M# 162885605 AIRPORT KWH 104	19.37	
			66600	SHELL ENERGY SOLUTIONS	71180	2086008	M# 200574860 AIRPORT KWH 6	8.73	
NO DEPARTMENT	Total 999							5,466.85	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
 2660 - COASTAL PROTECTION FUND (GOMESA)

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEERING/PERMITS	62457	STANTEC CONSULTING	79650	2320756	GOMESA 12/4 PT ALTO RESTORATION AMENDMENT# 12 & 10-11/18	3,108.00	
NO DEPARTMENT	Total 999							3,108.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
 2736 - POC COMMUNITY CENTER

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CLEANING-P.O.C. COMMUNITY CENTER	60870	RHYNE SERVICES LLC	14930	DEC24	POC CC 12/12 DEC 2024 CLEANING	600.00	
NO DEPARTMENT	Total 999							600.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
 2870 - 6MILE PIER/BOAT RAMP INSURMAINT (ALCOA)

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	MAINTENANCE	62635	TRACTOR SUPPLY CREDIT PLAN	7995	2005677...	6MILE PIER PK 11/26 2YR REPLACEMENT PLAN	59.99	
			62635	TRACTOR SUPPLY CREDIT PLAN	7995	2005677...	6MILE PIER PK 11/26 CAST IRON SEWAGE PUMP	289.99	
NO DEPARTMENT	Total 999							349.98	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
 5149 - CPRJ-OLIVIA HATERIUS PARK IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ver... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES	53974	LOWES	4684	993542	CMP-OHP IMPR 11/6 PAINT- PICNIC TABLE AREA TRIM	81.66	
NO DEPARTMENT	Total 999							81.66	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
 7660 - JUVENILE PROBATION RESTITUTION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHERS	20751	TEXAS DEPT OF PUBLIC SAFETY	70480	PO7405...	JUV PROB 11/21 RESTITUTION COLLECTED	20.00	
NO DEPARTMENT	Total 999							20.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 12.18.24
 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 INSURANCE-UNIVERSAL LIFE	20562	TRUSTMARK	8169	PO1101...	CALCO 11/1 NOV 2024 PREMIUMS	96.44	
		SUPPLIES/OPERATING EXPENSES	53980	OFFICE DEPOT BUSINESS CREDIT	5816	18515928	JUV PROB 11/6 BACKPACK, CALCULATOR, PLANNER, KEYBOARD, SUPP	377.94	
		ELECTRONIC MONITORING	62380	SATELLITE TRACKING OF	6374	STPINV...	JUV PROB 11/30 NOV 2024 ELECTRONIC MONITORING	189.00	
		FAMILY CONFLICT RESOLUTION&SKILLS TRAINI	62567	MOTION BEHAVIORAL HEALTH LLC	50480	POT401...	JUV PROB 11/30 NOV 2024 SKILLS TRAINING	3,333.33	
		PREVENTION & INTERVENTION - GRANT S	64839	LIBERTY RESOURCES	1634	110124	JUV PROB 11/30 NOV 2024 PARTNERS ASSURING SCHOOL SUCCESS	5,000.00	
		REGIONAL DIVERSION ALTERNATIVE	65410	TCSI LLC	2984	19501	JUV PROB 11/30 NOV 2024 RESIDENTIAL PLACEMENT	2,952.10	
NO DEPARTMENT	Total 999							11,948.81	0.00
Report Total								297,333.54	258.99

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---December 18, 2024

by:CT

INDIGENT HEALTHCARE FUND:

INDIGENT EXPENSES

HEB Pharmacy (Medimpact) Pharmacy Reimbursement	4.66
MMCenter (In-patient \$0/ Out-patient \$30.25/ER \$0)	30.25

SUBTOTAL

Memorial Medical Center (Indigent Healthcare Payroll and Expenses)	34.91
	4,166.67

Subtotal	4,201.58

Co-pays adjustments for November 2024	0.00
Reimbursement from Medicaid	0.00

TOTAL APPROVED INDIGENT HEALTHCARE FUND EXPENSES	4,201.58

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MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---December 18, 2024

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 933,429.40
TOTAL TRANSFERS BETWEEN FUNDS	\$ 63,214.57
TOTAL NURSING HOME UPL EXPENSES	\$ 760,585.08
TOTAL INTER-GOVERNMENT TRANSFERS	\$ 594.20
GRAND TOTAL DISBURSEMENTS APPROVED December 18, 2024	\$ 1,757,823.25

MEMORIAL MEDICAL CENTER
COMMISSIONERS COURT APPROVAL LIST FOR ---December 18, 2024

PAYABLES AND PAYROLL

12/12/2024 Weekly Payables	366,492.54
12/16/2024 Gulf Coast Paper Company - Critical	898.99
12/16/2024 Ampcare LLC - Critical	1,081.48
12/16/2024 ADHC LLC - Critical	821.60
12/16/2024 McKesson-340B Prescription Expense	2,414.03
12/16/2024 Amerisource Bergen-340B Prescription Expense	568.04
12/16/2024 Amerisource Bergen-340B Prescription Expense	121.85
12/16/2024 Payroll Liabilities-Payroll Taxes	110,373.74
12/16/2024 Payroll	363,131.39

Prosperity Electronic Bank Payments

12/16/2024 90 Degree Benefits - employee insurance claims	79,943.81
12/16/2024 Pay Plus-Patient Claims Processing Fee	605.79
12/16/2024 Credit Card Processing Fee	5,619.98
12/16/2024 Health Equity -HSA Contributions	1,356.16

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 933,429.40

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

12/12/2024 MMC Operating to Ashford-Correction of insurance payment deposited into MMC Operating in error	5,478.48
12/12/2024 MMC Operating to Fort bend-Correction of insurance payment deposited into MMC Operating in error	11,708.59
12/12/2024 MMC Operating to Broadmoor-Correction of insurance payment deposited into MMC Operating in error	14,208.54
12/12/2024 MMC Operating to The Crescent-Correction of insurance payment deposited into MMC Operating in error	8,454.04
12/12/2024 MMC Operating to Golden Creek Healthcare-Correction of insurance payment deposited into MMC Operating in error	2,583.44
12/12/2024 MMC Operating to Tuscany Village-Correction of insurance payment deposited into MMC operating in error	9,651.44
12/12/2024 MMC Operating to Bethany-Correction of insurance payment deposited into MMC Operating in error	11,130.04

TOTAL TRANSFERS BETWEEN FUNDS	\$ 63,214.57

NURSING HOME UPL EXPENSES

12/16/2024 Nursing Home UPL-Centex Transfer	395,303.97
12/16/2024 Nursing Home UPL-Nexion Transfer	114,336.99
12/16/2024 Nursing Home UPL-Tuscany Transfer	110,402.66
12/16/2024 Nursing Home UPL-HSL Transfer	129,401.25

TRANSFER BETWEEN FUNDS FROM NURSING HOMES TO MMC

12/16/2024 Crescent-MMC Insurance payment deposited into Crescent in error	275.68
12/16/2024 Golden Creek - MMC Insurance payment deposited into GoldenCreek in error	364.53

TRANSFER OF FUNDS BETWEEN NURSING HOMES

12/16/2024 Crescent to Tuscany - Tuscany payment deposited into Crescent in error	10,500.00

TOTAL NURSING HOME UPL EXPENSES	\$ 760,585.08

INTER-GOVERNMENT TRANSFERS

12/16/2024 UC DY 9 Redistribution Payment & IGT Call	594.20

TOTAL INTER-GOVERNMENT TRANSFERS	\$ 594.20

GRAND TOTAL DISBURSEMENTS APPROVED December 18, 2024	\$ 1,757,829.25

DEC 12 2024

MEMORIAL MEDICAL CENTER

12/12/2024

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AP Open Invoice List

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CALHOUN COUNTY, TEXAS

Due Dates Through: 12/27/2024

Vendor#	Vendor Name	Class	Pay Code	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
A1680	AIRGAS USA, LLC - CENTRAL DIV	M		9156090834		11/30/202	11/30/202	12/25/202			2,580.41	0.00	0.00	2,580.41 ✓
				5512690067		11/30/202	11/30/202	12/25/202			1,036.36	0.00	0.00	1,036.36 ✓
				5512699873		12/10/202	11/30/202	12/27/202			574.32	0.00	0.00	574.32 ✓
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
A1680 AIRGAS USA, LLC - CENTRAL DIV											4,191.09	0.00	0.00	4,191.09
14028	AMAZON CAPITAL SERVICES			1GT4D4FF34WH		11/25/202	11/02/202	12/28/202			-1.83	0.00	0.00	-1.83 ✓
				1TPW94FLT9CX		12/03/202	11/22/202	12/22/202			21.98	0.00	0.00	21.98 ✓
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
14028 AMAZON CAPITAL SERVICES											20.15	0.00	0.00	20.15
M2485	BAYER HEALTHCARE	M		6011703180		11/30/202	11/14/202	12/26/202			1,334.77	0.00	0.00	1,334.77 ✓
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
M2485 BAYER HEALTHCARE											1,334.77	0.00	0.00	1,334.77
B1220	BECKMAN COULTER INC	M		111717485		12/03/202	12/02/202	12/27/202			1,173.22	0.00	0.00	1,173.22
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
B1220 BECKMAN COULTER INC											1,173.22	0.00	0.00	1,173.22
10024	BECTON, DICKINSON & CO (BD)			9113251181		11/25/202	09/18/202	12/26/202			131.60	0.00	0.00	131.60 ✓
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
10024 BECTON, DICKINSON & CO (BD)											131.60	0.00	0.00	131.60
14753	BIOMERIEUX, INC			1213391964		11/30/202	11/27/202	12/27/202			10,228.02	0.00	0.00	10,228.02 ✓
Vendor Totals: Number Name											Gross	Discount	No-Pay	Net
14753 BIOMERIEUX, INC											10,228.02	0.00	0.00	10,228.02
C1325	CARDINAL HEALTH 414, INC.	W		8003682034		11/30/202	11/30/202	12/25/202			0.00	0.00	0.00	0.00

*CANT REMOVE THIS TOTAL BECAUSE OF OOB BALANCE *

✓	8003691966AB	12/11/202 11/24/202 12/27/202	149.28	0.00	0.00	149.28	✓
✓	8003685613A	12/12/202 11/17/202 12/27/202	325.43	0.00	0.00	325.43	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
C1325	CARDINAL HEALTH 414. INC.	474.71	0.00	0.00	474.71

Vendor#	Vendor Name	Class	Pay Code
C1600	CITIZENS MEDICAL CENTER	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 202427		11/30/202	12/02/202	12/27/202			55,340.52	0.00	0.00	55,340.52

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Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
C1600	CITIZENS MEDICAL CENTER	55,340.52	0.00	0.00	55,340.52

Vendor#	Vendor Name	Class	Pay Code
10212	CLINICAL PATHOLOGY LABS		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 17656103124		11/30/202	10/31/202	12/26/202			2,788.45	0.00	0.00	2,788.45

✓ 17656113024		11/30/202	11/30/202	12/26/202			10,448.38	0.00	0.00	10,448.38

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10212	CLINICAL PATHOLOGY LABS	13,236.83	0.00	0.00	13,236.83

Vendor#	Vendor Name	Class	Pay Code
13336	COCA COLA SOUTHWEST BEVERAGES		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 44555691016		11/30/202	12/05/202	12/27/202			616.67	0.00	0.00	616.67

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
13336	COCA COLA SOUTHWEST BEVERAGES	616.67	0.00	0.00	616.67

Vendor#	Vendor Name	Class	Pay Code
11030	COMBINED INSURANCE		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 110124B		11/30/202	12/05/202	11/27/202			501.72	0.00	0.00	501.72

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11030	COMBINED INSURANCE	501.72	0.00	0.00	501.72

Vendor#	Vendor Name	Class	Pay Code
10043	CROSS COUNTRY STAFFING		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 7421807		11/30/202	11/22/202	12/22/202			2,960.00	0.00	0.00	2,960.00

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10043	CROSS COUNTRY STAFFING	2,960.00	0.00	0.00	2,960.00

Vendor#	Vendor Name	Class	Pay Code
12044	CULLIGAN ULTRAPURE INC.		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 11302024		11/30/202	11/30/202	12/27/202			554.15	0.00	0.00	554.15

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12044	CULLIGAN ULTRAPURE INC.	554.15	0.00	0.00	554.15

Vendor#	Vendor Name	Class	Pay Code
15996			

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 120324		11/30/202	12/06/202	12/27/202			80.00	0.00	0.00	80.00

Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
		15996					80.00	0.00	0.00	80.00
Vendor#	Vendor Name		Class		Pay Code					
D1200	✓ DETAR HOSPITAL		W							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ DTR2411017		12/11/202	12/02/202	12/27/202		64.34	0.00	0.00	64.34 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
		D1200 DETAR HOSPITAL					64.34	0.00	0.00	64.34
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
	✓ 7673300		11/30/202	09/10/202	12/26/202		640.86	0.00	0.00	640.86 ✓
	✓ 7760890		12/01/202	12/02/202	12/27/202		55.56	0.00	0.00	55.56 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
		10368 DEWITT POTH & SON					696.42	0.00	0.00	696.42
Vendor#	Vendor Name		Class		Pay Code					
10789	✓ DISCOVERY MEDICAL NETWORK INC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ MMC113024		11/30/202	11/30/202	12/27/202		112,530.51	0.00	0.00	112,530.51 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
		10789 DISCOVERY MEDICAL NETWORK INC					112,530.51	0.00	0.00	112,530.51
Vendor#	Vendor Name		Class		Pay Code					
15240	✓ ECLINICAL WORKS LLC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 0003097799		11/30/202	12/02/202	12/27/202		479.75	0.00	0.00	479.75 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
		15240 ECLINICAL WORKS LLC					479.75	0.00	0.00	479.75
Vendor#	Vendor Name		Class		Pay Code					
11091	✓ ECOLAB									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 6349364186		11/30/202	11/26/202	12/27/202		1,027.52	0.00	0.00	1,027.52 ✓
	✓ 6349364179		11/30/202	11/26/202	12/27/202		300.00	0.00	0.00	300.00 ✓
	✓ 6349364145		11/30/202	11/26/202	12/27/202		231.38	0.00	0.00	231.38 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
		11091 ECOLAB					1,558.90	0.00	0.00	1,558.90
Vendor#	Vendor Name		Class		Pay Code					
10689	✓ FASTHEALTH CORPORATION									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 12A24MMC		11/30/202	12/01/202	12/27/202		595.00	0.00	0.00	595.00 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
		10689 FASTHEALTH CORPORATION					595.00	0.00	0.00	595.00
Vendor#	Vendor Name		Class		Pay Code					
F1100	✓ FEDERAL EXPRESS CORP.		W							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 869648520		11/30/202	11/28/202	12/23/202		62.43	0.00	0.00	62.43 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net

	F1100	FEDERAL EXPRESS CORP.					62.43	0.00	0.00	62.43
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
	✓ 310838		11/30/202	11/22/202	12/26/202		828.24	0.00	0.00	828.24
	✓ 312257A		12/12/202	11/22/202	12/26/202		660.00	0.00	0.00	660.00
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	14336	FIRETRON, INC					1,488.24	0.00	0.00	1,488.24
Vendor#	Vendor Name		Class		Pay Code					
F1400	✓ FISHER HEALTHCARE		M							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 3436325		11/25/202	06/01/202	12/26/202		3,923.32	0.00	0.00	3,923.32
	✓ 7256450	SUPPLIES LAB	12/09/202	12/02/202	12/27/202		302.40	0.00	0.00	302.40
	✓ 7256451		12/09/202	12/02/202	12/27/202		356.22	0.00	0.00	356.22
	✓ 7289498		12/09/202	12/03/202	12/27/202		829.98	0.00	0.00	829.98
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	F1400	FISHER HEALTHCARE					5,411.92	0.00	0.00	5,411.92
Vendor#	Vendor Name		Class		Pay Code					
11183	✓ FRONTIER									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 120224		11/30/202	12/02/202	12/26/202		1,270.58	0.00	0.00	1,270.58
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	11183	FRONTIER					1,270.58	0.00	0.00	1,270.58
Vendor#	Vendor Name		Class		Pay Code					
14156	✓ FUJI FILM									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 91565597		11/30/202	11/25/202	12/25/202		7,908.33	0.00	0.00	7,908.33
		12/25/24-01/24/25								
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	14156	FUJI FILM					7,908.33	0.00	0.00	7,908.33
Vendor#	Vendor Name		Class		Pay Code					
11078	✓ FUSION MEDICAL STAFFING, LLC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ INV768418		11/30/202	11/30/202	12/25/202		2,656.00	0.00	0.00	2,656.00
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	11078	FUSION MEDICAL STAFFING, LLC					2,656.00	0.00	0.00	2,656.00
Vendor#	Vendor Name		Class		Pay Code					
12948	✓ GREAT AMERICA FINANCIAL SVCS									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 37992926		11/30/202	11/28/202	12/24/202		9,754.00	0.00	0.00	9,754.00
	✓ 38005105		11/30/202	12/02/202	12/27/202		72.21	0.00	0.00	72.21
	✓ 38005104		11/30/202	12/02/202	12/27/202		197.02	0.00	0.00	197.02
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	12948	GREAT AMERICA FINANCIAL SVCS					10,023.23	0.00	0.00	10,023.23
Vendor#	Vendor Name		Class		Pay Code					

H0031 ✓ HEB CREDIT RECEIVABLES DEPT308

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 112524AB		12/12/202	11/25/202	12/26/202			537.52	0.00	0.00	537.52 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
H0031	HEB CREDIT RECEIVABLES DEPT308	537.52	0.00	0.00	537.52

Vendor# Vendor Name Class Pay Code

H0416 ✓ HOLOGIC INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 11127095		12/01/202	11/04/202	12/27/202			236.25	0.00	0.00	236.25 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
H0416	HOLOGIC INC	236.25	0.00	0.00	236.25

Vendor# Vendor Name Class Pay Code

15852 ✓ HUMANA MILITARY

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ GARKIE0001A		12/01/202	12/04/202	12/27/202			55.00	0.00	0.00	55.00 ✓

2ND REQUEST

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
15852	HUMANA MILITARY	55.00	0.00	0.00	55.00

Vendor# Vendor Name Class Pay Code

10922 ✓ HUNTER PHARMACY SERVICES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 6278A		11/30/202	11/30/202	12/27/202			13,808.33	0.00	0.00	13,808.33 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10922	HUNTER PHARMACY SERVICES	13,808.33	0.00	0.00	13,808.33

Vendor# Vendor Name Class Pay Code

14976 ✓ INOVALON PROVIDER INC.

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 24M0163901		12/09/202	12/06/202	12/27/202			736.56	0.00	0.00	736.56 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14976	INOVALON PROVIDER INC.	736.56	0.00	0.00	736.56

Vendor# Vendor Name Class Pay Code

11108 ✓ ITERSOURCE CORPORATION

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 711836		11/30/202	12/02/202	12/27/202			250.00	0.00	0.00	250.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11108	ITERSOURCE CORPORATION	250.00	0.00	0.00	250.00

Vendor# Vendor Name Class Pay Code

14540 ✓ JINDAL X LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 202425071		11/30/202	12/05/202	12/27/202			9,000.00	0.00	0.00	9,000.00 ✓

NOV SERVICE DATE

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
14540	JINDAL X LLC	9,000.00	0.00	0.00	9,000.00

Vendor# Vendor Name Class Pay Code

L1001 ✓ LANDAUER INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 101268034		11/30/202	11/14/202	12/27/202			1,011.45	0.00	0.00	1,011.45 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
L1001	LANDAUER INC	1,011.45	0.00	0.00	1,011.45

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
✓ 22983121		12/01/202	12/03/202	12/27/202			614.65	0.00	0.00	614.65 ✓
✓ 22991418		12/01/202	12/04/202	12/27/202			2,217.49	0.00	0.00	2,217.49 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
M2178	MCKESSON MEDICAL SURGICAL INC	2,832.14	0.00	0.00	2,832.14

Vendor# Vendor Name Class Pay Code

11141 ✓ MEDICAL DATA SYSTEMS, INC.

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 198155		11/30/202	11/30/202	12/25/202			132.81	0.00	0.00	132.81 ✓
✓ 197647		11/30/202	11/30/202	12/27/202			135.58	0.00	0.00	135.58 ✓
✓ 197646		11/30/202	11/30/202	12/27/202			2,653.34	0.00	0.00	2,653.34 ✓
✓ 197645A		12/12/202	11/30/202	12/27/202			348.79	0.00	0.00	348.79 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11141	MEDICAL DATA SYSTEMS, INC.	3,270.52	0.00	0.00	3,270.52

Vendor# Vendor Name Class Pay Code

M2470 ✓ MEDLINE INDUSTRIES INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2343157534		11/11/202	11/06/202	12/01/202			110.50	0.00	0.00	110.50 ✓
✓ 2343157531	SUPPLIES	11/11/202	11/06/202	12/01/202			7,866.74	0.00	0.00	7,866.74 ✓
✓ 2344069445		11/22/202	11/13/202	12/08/202			2,883.82	0.00	0.00	2,883.82 ✓
✓ 2345232654	SUPPLIES	11/22/202	11/20/202	12/15/202			3,098.31	0.00	0.00	3,098.31 ✓
✓ 2336907337		11/25/202	10/09/202	12/26/202			5,830.69	0.00	0.00	5,830.69 ✓
✓ 2342143242		11/25/202	10/30/202	12/26/202			1,567.99	0.00	0.00	1,567.99 ✓
✓ 2345232650		11/30/202	11/20/202	12/27/202			1,232.96	0.00	0.00	1,232.96 ✓
✓ 2345829716		11/30/202	11/23/202	12/27/202			45.93	0.00	0.00	45.93 ✓
✓ 2346115952		11/30/202	11/26/202	12/26/202			94.61	0.00	0.00	94.61 ✓
✓ 2346083670		11/30/202	11/26/202	12/27/202			78.40	0.00	0.00	78.40 ✓
✓ 2346118239		11/30/202	11/27/202	12/27/202			521.52	0.00	0.00	521.52 ✓
✓ 2346118245		11/30/202	11/27/202	12/27/202			12.38	0.00	0.00	12.38 ✓
✓ 2346118248		11/30/202	11/27/202	12/27/202			30.86	0.00	0.00	30.86 ✓
✓ 2346118250		11/30/202	11/27/202	12/27/202			977.90	0.00	0.00	977.90 ✓
✓ 2346118251		11/30/202	11/27/202	12/27/202			90.60	0.00	0.00	90.60 ✓
✓ 2346118244		11/30/202	11/27/202	12/27/202			629.48	0.00	0.00	629.48 ✓

✓	2346118243	11/30/202 11/27/202 12/27/202	102.12	0.00	0.00	102.12	✓
✓	2346429481	11/30/202 11/28/202 12/27/202	41.99	0.00	0.00	41.99	✓
✓	2346118247	12/09/202 11/27/202 12/22/202	30.86	0.00	0.00	30.86	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
M2470	MEDLINE INDUSTRIES INC	25,247.66	0.00	0.00	25,247.66

Vendor#	Vendor Name	Class	Pay Code							
12248 ✓	MEMORIAL MEDICAL CENTER									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 111324		11/13/202	11/13/202	11/13/202			14.50	0.00	0.00	14.50 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12248	MEMORIAL MEDICAL CENTER	14.50	0.00	0.00	14.50

Vendor#	Vendor Name	Class	Pay Code							
10182	MERCEDES SCIENTIFIC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
2898885		11/30/202	11/25/202	12/27/202			53.34	0.00	0.00	53.34

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10182	MERCEDES SCIENTIFIC	53.34	0.00	0.00	53.34

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
✓	SC6458		11/30/202	11/25/202	12/27/202			478.24	0.00	0.00	478.24
✓	SC6459		11/30/202	11/25/202	12/27/202			250.77	0.00	0.00	250.77
✓	SC6457		11/30/202	11/25/202	12/27/202			171.40	0.00	0.00	171.40
✓	2735263		11/30/202	11/26/202	12/27/202			23.58	0.00	0.00	23.58
✓	2735264		11/30/202	11/26/202	12/27/202			2,599.29	0.00	0.00	2,599.29
✓	2737965		11/30/202	11/26/202	12/27/202			701.60	0.00	0.00	701.60
✓	2735262		11/30/202	11/26/202	12/27/202			791.73	0.00	0.00	791.73
✓	2737966		11/30/202	11/26/202	12/27/202			612.94	0.00	0.00	612.94
✓	2743283		11/30/202	11/27/202	12/27/202			18.34	0.00	0.00	18.34
✓	2741249		11/30/202	11/27/202	12/27/202			115.62	0.00	0.00	115.62
✓	2741251		11/30/202	11/27/202	12/27/202			264.41	0.00	0.00	264.41
✓	2742692		11/30/202	11/27/202	12/27/202			1.98	0.00	0.00	1.98
✓	2743284		11/30/202	11/27/202	12/27/202			229.37	0.00	0.00	229.37
✓	2743438		11/30/202	11/27/202	12/27/202			10.28	0.00	0.00	10.28
✓	2741250		11/30/202	11/27/202	12/27/202			87.04	0.00	0.00	87.04
✓	2743282		11/30/202	11/27/202	12/27/202			261.96	0.00	0.00	261.96

✓	2749460	12/01/202 12/01/202 12/27/202	849.21	0.00	0.00	849.21	✓
✓	2748873	12/01/202 12/01/202 12/27/202	63.46	0.00	0.00	63.46	✓
✓	2749461	12/01/202 12/01/202 12/27/202	61.57	0.00	0.00	61.57	✓
✓	2749459	12/01/202 12/01/202 12/27/202	85.53	0.00	0.00	85.53	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10536	MORRIS & DICKSON CO, LLC	7,678.32	0.00	0.00	7,678.32

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
✓ 37218223		11/30/202	11/25/202	12/27/202			406.48	0.00	0.00	406.48

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
01500	OLYMPUS AMERICA INC	406.48	0.00	0.00	406.48

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
✓ 05530794		11/30/202	11/14/202	12/27/202			861.08	0.00	0.00	861.08

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10152	PARTSSOURCE, LLC	861.08	0.00	0.00	861.08

Vendor#	Vendor Name	Class	Pay Code
12480	✓ PRO ENERGY PARTNERS LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 24110600		11/30/202	12/09/202	12/26/202			2,285.42	0.00	0.00	2,285.42

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12480	PRO ENERGY PARTNERS LLC	2,285.42	0.00	0.00	2,285.42

Vendor#	Vendor Name	Class	Pay Code
G0425	✓ ROBERTS, ODEFY, WITTE & WALL	W	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2340A		12/11/202	12/10/202	12/27/202			2,117.50	0.00	0.00	2,117.50

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
G0425	ROBERTS, ODEFY, WITTE & WALL	2,117.50	0.00	0.00	2,117.50

Vendor#	Vendor Name	Class	Pay Code
10688	✓ SAN ANTONIO ENA		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 120424		12/01/202	11/30/202	12/27/202			850.00	0.00	0.00	850.00

TRAUMA NURSING CORE COURSE

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10688	SAN ANTONIO ENA	850.00	0.00	0.00	850.00

Vendor#	Vendor Name	Class	Pay Code
S1700	✓ SHARN INC	M	

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ IN02382403		11/30/202	11/25/202	12/27/202			237.46	0.00	0.00	237.46

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
S1700	SHARN INC	237.46	0.00	0.00	237.46

Vendor#	Vendor Name	Class	Pay Code
14868	✓ SINGLETON ASSOCIATES, P.A.		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net

✓	246113024001		11/30/202	12/10/202	12/26/202		5,424.65	0.00	0.00	5,424.65	✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net	
	14868	SINGLETON ASSOCIATES, P.A.					5,424.65	0.00	0.00	5,424.65	
Vendor#	Vendor Name		Class	Pay Code							
11296	✓ SOUTH TEXAS BLOOD & TISSUE CEN										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	CM13720		11/30/202	11/30/202	12/25/202		-3,085.00	0.00	0.00	-3,085.00	✓
✓	107045627		11/30/202	11/30/202	12/25/202		5,313.00	0.00	0.00	5,313.00	✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net	
	11296	SOUTH TEXAS BLOOD & TISSUE CEN					2,228.00	0.00	0.00	2,228.00	
Vendor#	Vendor Name		Class	Pay Code							
S2694	✓ STANFORD VACUUM SERVICE		M								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	135380		12/01/202	12/06/202	12/27/202		550.00	0.00	0.00	550.00	✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net	
	S2694	STANFORD VACUUM SERVICE					550.00	0.00	0.00	550.00	
Vendor#	Vendor Name		Class	Pay Code							
S3940	✓ STERIS CORPORATION		M								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	13125386		11/30/202	11/24/202	12/27/202		354.35	0.00	0.00	354.35	✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net	
	S3940	STERIS CORPORATION					354.35	0.00	0.00	354.35	
Vendor#	Vendor Name		Class	Pay Code							
14524	✓ SYSMEX AMERICA, INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	95632402		11/30/202	11/30/202	12/27/202		527.44	0.00	0.00	527.44	✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net	
	14524	SYSMEX AMERICA, INC.					527.44	0.00	0.00	527.44	
Vendor#	Vendor Name		Class	Pay Code							
T1880	✓ TEXAS DEPARTMENT OF LICENSING		A/P								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	10184587		11/30/202	11/15/202	12/27/202		140.00	0.00	0.00	140.00	✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net	
	T1880	TEXAS DEPARTMENT OF LICENSING					140.00	0.00	0.00	140.00	
Vendor#	Vendor Name		Class	Pay Code							
T2204	✓ TEXAS MUTUAL INSURANCE CO		W								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	1006377855		11/30/202	12/02/202	12/24/202		4,707.00	0.00	0.00	4,707.00	✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net	
	T2204	TEXAS MUTUAL INSURANCE CO					4,707.00	0.00	0.00	4,707.00	
Vendor#	Vendor Name		Class	Pay Code							
10758	✓ TEXAS SELECT STAFFING, LLC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
✓	002469751079IN		11/30/202	12/06/202	12/27/202		3,599.00	0.00	0.00	3,599.00	✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net	
	10758	TEXAS SELECT STAFFING, LLC					3,599.00	0.00	0.00	3,599.00	
Vendor#	Vendor Name		Class	Pay Code							

11067 ✓ TRIZETTO PROVIDER SOLUTIONS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 35FK112400		11/30/202	11/01/202	12/27/202			1,887.97	0.00	0.00	1,887.97 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11067 TRIZETTO PROVIDER SOLUTIONS							1,887.97	0.00	0.00	1,887.97

Vendor# Vendor Name Class Pay Code
C2510 ✓ TRUBRIDGE M

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ ADJCM1378		11/19/202	11/19/202	12/27/202			-3,626.00	0.00	0.00	-3,626.00 ✓
✓ A2412041378		11/30/202	12/04/202	12/27/202			20,613.00	0.00	0.00	20,613.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
C2510 TRUBRIDGE							16,987.00	0.00	0.00	16,987.00

Vendor# Vendor Name Class Pay Code
11002 ✓ TRUSTAFF

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2281959		11/30/202	11/28/202	12/27/202			3,168.00	0.00	0.00	3,168.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11002 TRUSTAFF							3,168.00	0.00	0.00	3,168.00

Vendor# Vendor Name Class Pay Code
U1064 ✓ UNIFIRST HOLDINGS INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 2921043341		11/30/202	09/30/202	12/27/202			124.69	0.00	0.00	124.69 ✓
✓ 2921047960		11/30/202	11/28/202	12/23/202			162.14	0.00	0.00	162.14 ✓
✓ 2921047961		11/30/202	11/28/202	12/23/202			181.78	0.00	0.00	181.78 ✓
✓ 2921047957		11/30/202	11/28/202	12/23/202			1,602.80	0.00	0.00	1,602.80 ✓
✓ 2921047956		11/30/202	11/28/202	12/23/202			149.41	0.00	0.00	149.41 ✓
✓ 2921047962		11/30/202	11/28/202	12/23/202			136.31	0.00	0.00	136.31 ✓
✓ 2921047955		11/30/202	11/28/202	12/23/202			100.88	0.00	0.00	100.88 ✓
✓ 2921047958		11/30/202	11/28/202	12/23/202			126.96	0.00	0.00	126.96 ✓
✓ 2921047959		11/30/202	11/28/202	12/23/202			372.12	0.00	0.00	372.12 ✓
✓ 2921048495		12/01/202	12/05/202	12/27/202			398.50	0.00	0.00	398.50 ✓
✓ 2921048492		12/01/202	12/05/202	12/27/202			154.03	0.00	0.00	154.03 ✓
✓ 2921048494		12/01/202	12/05/202	12/27/202			81.96	0.00	0.00	81.96 ✓
✓ 2921048179		12/04/202	12/02/202	12/27/202			2,459.18	0.00	0.00	2,459.18 ✓
✓ 2921048180		12/04/202	12/02/202	12/27/202			126.28	0.00	0.00	126.28 ✓

Vendor Totals: Number Name Gross Discount No-Pay Net
U1064 UNIFIRST HOLDINGS INC 6,177.04 0.00 0.00 6,177.04

Vendor# Vendor Name Class Pay Code

V0552 ✓ VERATHON INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 81019410		11/30/202	11/26/202	12/27/202			12,133.00	0.00	0.00	12,133.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
V0552	VERATHON INC	12,133.00	0.00	0.00	12,133.00

Vendor# Vendor Name Class Pay Code
V1471 ✓ VICTORIA RADIOWORKS, LLC W

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 24110179		11/30/202	11/30/202	12/27/202			200.00	0.00	0.00	200.00 ✓

Vendor Totals: Number Name
V1471 VICTORIA RADIOWORKS, LLC
November 2024

Gross	Discount	No-Pay	Net
200.00	0.00	0.00	200.00

Vendor# Vendor Name Class Pay Code
14612 ✓ WAGEWORKS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV7112746		11/30/202	10/23/202	12/27/202			569.75	0.00	0.00	569.75 ✓

Vendor Totals: Number Name
14612 WAGEWORKS
Gross Discount No-Pay Net
569.75 0.00 0.00 569.75

Vendor# Vendor Name Class Pay Code
12548 ✓ WAGEWORKS, INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1124TR116685		11/30/202	11/01/202	12/27/202			131.25	0.00	0.00	131.25 ✓

Vendor Totals: Number Name
12548 WAGEWORKS, INC
Gross Discount No-Pay Net
131.25 0.00 0.00 131.25

Vendor# Vendor Name Class Pay Code
11018 ✓ WEBPT, INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ INV595781		11/30/202	09/30/202	12/27/202			260.08	0.00	0.00	260.08 ✓

Vendor Totals: Number Name
11018 WEBPT, INC
Gross Discount No-Pay Net
260.08 0.00 0.00 260.08

Vendor# Vendor Name Class Pay Code
11110 ✓ WERFEN USA LLC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 9111687086		11/30/202	11/25/202	12/27/202			1,210.80	0.00	0.00	1,210.80 ✓

✓ 9111692168		12/02/202	12/02/202	12/27/202			331.80	0.00	0.00	331.80 ✓

Vendor Totals: Number Name
11110 WERFEN USA LLC
Gross Discount No-Pay Net
1,542.60 0.00 0.00 1,542.60

Grand Totals:	Gross	Discount	No-Pay	Net
APPROVED OIC	367,665.76	0.00	0.00	367,665.76

DEC 12 2024

BY COUNTY OF DICH
CALIFORNIA

366,492.54

12/16/2024

11:51

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Due Dates Through: 10/30/2024

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

G1210 ✓ GULF COAST PAPER COMPANY

M

Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay
✓ 2575888 12/01/202 09/24/202 10/24/202

Gross Discount No-Pay Net
898.99 0.00 0.00 898.99 ✓

Vendor Totals: Number Name

G1210 GULF COAST PAPER COMPANY

Gross Discount No-Pay Net
898.99 0.00 0.00 898.99

Report Summary

Grand Totals:

Gross Discount No-Pay Net
898.99 0.00 0.00 898.99

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
GALHOUN COUNTY, TEXAS

12/16/2024

12:01

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Due Dates Through: 12/16/2024

ap_open_invoice.template

Vendor# Vendor Name

15992 ✓ AMPCARE LLC

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 10044		12/16/202	11/07/202	12/07/202			1,081.48	0.00	0.00	1,081.48

Vendor Totals: Number Name
15992 AMPCARE LLC

Gross	Discount	No-Pay	Net
1,081.48	0.00	0.00	1,081.48

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	1,081.48	0.00	0.00	1,081.48

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

12/16/2024
11:52

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

Dates Through:

ap_open_invoice.template

Vendor# Vendor Name

15964 ✓ ADHC LLC

Class Pay Code

Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay
✓ 505394 12/16/202 11/15/202 12/15/202

Gross	Discount	No-Pay	Net
821.60	0.00	0.00	821.60

COLLECTION

Vendor Totals: Number Name

15964 ADHC LLC

Gross	Discount	No-Pay	Net
821.60	0.00	0.00	821.60

Report Summary

Grand Totals:

Gross
821.60

Discount
0.00

No-Pay
0.00

Net
821.60

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

McKESSON

STATEMENT

Company: 8000

MEMORIAL MEDICAL CENTER
AP
815 N VIRGINIA STREET
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 12/13/2024

Page: 002

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV SupplD:
Territory:

As of: 12/13/2024 Page: 002
Mail to: Comp: 8000

Customer: 632536
Date: 12/13/2024

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 12/13/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotals: 2,463.55 USD

Future Due: 0.00

Past Due: 11.72

Last Payment
08/07/2017 2,451.97

If Paid By 12/17/2024,
Pay This Amount:

2,414.03 USD

If Paid After 12/17/2024,
Pay this Amount:

2,463.55 USD

Due If Paid On Time:
USD 2,414.03
Disc lost if paid late: 49.52
Due If Paid Late:
USD 2,463.55

5.79 +
2,184.41 +
11.29 +
4.26 +
122.96 +
58.30 +
27.02 +
2,414.03

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON**STATEMENT**

Company: 8000

As of: 12/13/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittanceHEB PHCY 0434/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979AMT DUE REMITTED VIA ACH DEBIT
Statement for information onlyDC: 8115
Customer INV SupplD:
Territory: 7001Customer: 190813
Date: 12/13/2024As of: 12/13/2024 Page: 001
Mail to: Comp: 8000AMT DUE REMITTED VIA ACH DEBIT
Statement for information onlyCust: 190813 PLEASE CHECK ANY
Date: 12/13/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 190813	HEB PHCY 0434/MEM MED PHS										
12/11/2024	12/17/2024	7538337935	4322850	115Invoice	0.12	5.91		5.79	✓	7538337935	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 190813 HEB PHCY 0434/MEM MED PHS

Subtotals: 5.91 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 11/25/2024 1,871.06

If Paid By 12/17/2024,
Pay This Amount:

5.79 USD

If Paid After 12/17/2024,
Pay this Amount:

5.91 USD

Due If Paid On Time:
USD 5.79
Disc lost if paid late: 0.12
Due If Paid Late:
USD 5.91

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 12/13/2024

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

Company: 8000

WALMART 1098/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 256342
Date: 12/13/2024

As of: 12/13/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 256342 PLEASE CHECK ANY
Date: 12/13/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account	Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number
Customer Number 256342 WALMART 1098/MEM MED PHS											
12/07/2024	12/17/2024	7537730658		211140867	115Invoice	1.17	58.47		57.30	✓	7537730658
12/09/2024	12/17/2024	7537978425		211413206	115Invoice	1.17	58.47		57.30	✓	7537978425
12/09/2024	12/17/2024	7537978426		213861162	115Invoice	0.09	4.72		4.63	✓	7537978426
12/10/2024	12/17/2024	7538258304		213638490	115Invoice	0.01	0.32		0.31	✓	7538258304
12/10/2024	12/17/2024	7538258305		213984734	115Invoice	0.01	0.32		0.31	✓	7538258305
12/10/2024	12/17/2024	7538258306		215227355	115Invoice	1.80	90.01		88.21	✓	7538258306
12/10/2024	12/17/2024	7538258307		214058276	115Invoice	17.95	897.27		879.32	✓	7538258307
12/10/2024	12/17/2024	7538258308		217073171	115Invoice	5.26	262.98		257.72	✓	7538258308
12/10/2024	12/17/2024	7538270393		212443630	115Invoice	4.39	219.56		215.17	✓	7538270393
12/11/2024	12/17/2024	7538531873		220419397	115Invoice	0.01	0.32		0.31	✓	7538531873
12/12/2024	12/17/2024	7538780240		213984734	115Invoice	5.26	262.90		257.73	✓	7538780240
12/12/2024	12/17/2024	7538780241		220487913	115Invoice	0.16	0.16		0.16	✓	7538780241
12/12/2024	12/17/2024	7538780243		213861162	115Invoice	4.95	247.70		242.75	✓	7538780243
12/12/2024	12/17/2024	7538780246		212641400	115Invoice	0.01	0.32		0.31	✓	7538780246
12/12/2024	12/17/2024	7538780247		213052783	115Invoice	0.01	0.32		0.31	✓	7538780247
12/12/2024	12/17/2024	7538780248		213153848	115Invoice	0.01	0.32		0.31	✓	7538780248
12/13/2024	12/17/2024	7539021207		220658344	115Invoice	0.02	0.95		0.93	✓	7539021207
12/13/2024	12/17/2024	7539021208		220594590	115Invoice	1.05	52.71		51.66	✓	7539021208
12/13/2024	12/17/2024	7539021209		220658344	115Invoice	1.42	71.09		69.67	✓	7539021209

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 256342 WALMART 1098/MEM MED PHS

Subtotals:

2,229.00 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 12/09/2024 1,366.86

If Paid By 12/17/2024,
Pay This Amount:

2,184.41 USD

If Paid After 12/17/2024,
Pay this Amount:

2,229.00 USD

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Due If Paid On Time:

USD 2,184.41

Disc lost if paid late:

44.59

Due If Paid Late:

USD 2,229.00

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

HEB PHCY WHSE/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 12/13/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV SupplD:
Territory: 7001

As of: 12/13/2024 Page: 001
Mail to: Comp: 8000

Customer: 820405
Date: 12/13/2024

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405 PLEASE CHECK ANY
Date: 12/13/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 820405 HEB PHCY WHSE/MEM MED PHS											
12/09/2024	12/09/2024	7538063369	MFC PR CORR CR	Pricing Cor		11.72	P	11.72	P	✓ 7538063369	
12/09/2024	12/17/2024	7538063370	MFC PR CORR IN	Pricing Cor	0.21	10.34		10.13		✓ 7538063370	
12/12/2024	12/17/2024	7538602282	B2412-055-183471	115Invoice	0.26	13.14		12.88		✓ 7538602282	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 820405 HEB PHCY WHSE/MEM MED PHS

Subtotals: 11.76 USD

Future Due: 0.00

Past Due: 11.72

Last Payment 1,366.86
12/09/2024

If Paid By 12/17/2024,
Pay This Amount:

11.29 USD

If Paid After 12/17/2024,
Pay this Amount:

11.76 USD

Due If Paid On Time:
USD 11.29

Disc lost if paid late:
0.47

Due If Paid Late:
USD 11.76

APPROVED ON

DEC 16 2024

BY COUNTY CLERK
CALHOUN COUNTY TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON**STATEMENT**

Company: 0000

CVS PHCY 10356/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 12/13/2024

Page: 001

DC: 8115
Customer INV SupplD:
Territory: 7001Customer: 835430
Date: 12/13/2024To ensure proper credit to your
account, detach and return this
stub with your remittanceAs of: 12/13/2024 Page: 001
Mail to: Comp: 8000AMT DUE REMITTED VIA ACH DEBIT
Statement for information onlyCust: 835430 PLEASE CHECK ANY
Date: 12/13/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835430	CVS PHCY 10356/MEM MC PHS										
12/11/2024	12/17/2024	7538344345	3730379	115Invoice	0.09	4.35		4.26	✓	7538344345	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835430 CVS PHCY 10356/MEM MC PHS

Subtotals: 4.35 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 1,408.36
11/10/2024If Paid By 12/17/2024,
Pay This Amount:

4.26 USD

If Paid After 12/17/2024,
Pay this Amount:

4.35 USD

Due If Paid On Time:

USD 4.26

Disc lost if paid late: 0.09

Due If Paid Late:
USD 4.35

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

As of: 12/13/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

Company: 8000

CVS PHCY 8923/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 835434
Date: 12/13/2024

As of: 12/13/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835434 PLEASE CHECK ANY
Date: 12/13/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835434 CVS PHCY 8923/MEM MC PHS											
12/11/2024	12/17/2024	7538402199	3732462	115Invoice	0.55	27.43		26.88	✓	7538402199	
12/11/2024	12/17/2024	7538408001	3732462	115Invoice	1.96	98.04		96.08	✓	7538408001	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835434 CVS PHCY 8923/MEM MC PHS

Subtotals: 125.47 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 11/25/2024 1,871.06

If Paid By 12/17/2024,
Pay This Amount:

122.96 USD

If Paid After 12/17/2024,
Pay this Amount:

125.47 USD

Due If Paid On Time:

USD 122.96

Disc lost if paid late:

2.51

Due If Paid Late:

USD 125.47

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

CVS PHCY 7416/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 12/13/2024

Page: 001

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 835437
Date: 12/13/2024

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 12/13/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835437 PLEASE CHECK ANY
Date: 12/13/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835437 CVS PHCY 7416/MEM MC PHS											
12/11/2024	12/17/2024	7538544587	3729329	115Invoice	1.19	59.49		58.30	✓	7538544587	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835437 CVS PHCY 7416/MEM MC PHS

Subtotals: 59.49 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 2.288.79
12/02/2024

If Paid By 12/17/2024,
Pay This Amount:

58.30 USD

If Paid After 12/17/2024,
Pay this Amount:

59.49 USD

Due If Paid On Time: 58.30
USD
Disc lost if paid late: 1.19
Due If Paid Late: 59.49
USD

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

CVS PHCY 7475/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 12/13/2024

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 835438
Date: 12/13/2024

As of: 12/13/2024 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835438 PLEASE CHECK ANY
Date: 12/13/2024 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Number	632536 Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835438 CVS PHCY 7475/MEM MC PHS												
12/11/2024	12/17/2024	7538541080		3730383	115Invoice	0.55	27.57		27.02	✓	7538541080	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 835438 CVS PHCY 7475/MEM MC PHS

Subtotals:

27.57 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 1.406.36
11/18/2024

If Paid By 12/17/2024,
Pay This Amount:

27.02 USD

If Paid After 12/17/2024,
Pay this Amount:

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Due If Paid On Time:
USD

27.02

Disc lost if paid late:

0.55

Due If Paid Late:

USD

27.57

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: 68776924
Date: 12-13-2024

1 of 1

Served By:
AMERISOURCEBERGEN DRUG CORP
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101DEA: RA0289276
866-451-9655Customer:
WALGREENS #12494 3408
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509Remit To:
AMERISOURCEBERGEN
PO Box 905223
CHARLOTTE NC 28290-5223

Customer Number

100135284 / 037028186

Terms

Sat - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	568.04
Past Due:	0.00
Total Due:	568.04
Account Balance:	568.04

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
12-08-2024	12-20-2024	3198444456	7008349720	Invoice	30.51		0.00	30.51
12-08-2024	12-20-2024	3198444457	7008358395	Invoice	31.31		0.00	31.31
12-08-2024	12-20-2024	3198444458	7008358395	Invoice	3.18		0.00	3.18
12-08-2024	12-20-2024	3198444459	7008367180	Invoice	429.33		0.00	429.33
12-08-2024	12-20-2024	3198445520	7008349797	Invoice	1.36		0.00	1.36
12-11-2024	12-20-2024	3198778657	7008381868	Invoice	9.81		0.00	9.81
12-12-2024	12-20-2024	3198933710	7008388978	Invoice	2.09		0.00	2.09
12-13-2024	12-20-2024	3199096484	7008397459	Invoice	35.05		0.00	35.05
12-13-2024	12-20-2024	3199096485	7008397459	Invoice	25.40		0.00	25.40

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
568.04	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
12-13-2024	(626.95)

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Reminders

Due Date	Amount
12-20-2024	568.04
Total Due:	568.04



STATEMENT

Statement Number: 68794715
Date: 12-13-2024

1 of 1

Serviced By: AMERISOURCEBERGEN DRUG CORP
501 PATRIOT PARKWAY
ROANOKE TX 76262-6336DEA: RA0316958
866-451-9655Customer: WALGREENS CENTRAL FILL #21373 3408
MEMORIAL MEDICAL CENTER
4100 DALE EARNHARDT WAY 200
NORTHLAKE TX 76262-2389Remit To: AMERISOURCEBERGEN
PO Box 978740
DALLAS TX 75397-8740

Customer Number

100566356 / 100566356

Terms

Sat - Fri Due in 7 days

Summary

Not Yet Due:	0.00
Current:	121.85
Past Due:	0.00
Total Due:	121.85
Account Balance:	121.85

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
12-08-2024	12-20-2024	3108420373	7008369355	Invoice	11.60		0.00	✓ 11.60
12-08-2024	12-20-2024	3198420374	7008367410	Invoice	66.21		0.00	✓ 66.21
12-10-2024	12-20-2024	3198678761	7008381439	Invoice	31.74		0.00	✓ 31.74
12-11-2024	12-20-2024	3198833460	7008388320	Invoice	6.88		0.00	✓ 6.88
12-13-2024	12-20-2024	3199140750	7008405580	Invoice	5.42		0.00	✓ 5.42

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
121.85	0.00	0.00	0.00	0.00	0.00	0.00

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Reminders

Due Date	Amount
12-20-2024	121.85
Total Due:	121.85

✓ 121.85

TOLL FREE PHONE NUMBER: 1-800-555-3453

(EFTPS TUTORIAL SYSTEM: 1-800-572-8683)

☐ "ENTER 9-DIGIT TAXPAYER IDENTIFICATION NUMBER"	#### ENTER: ###															
☐ "ENTER YOUR 4-DIGIT PIN"																
☐ "MAKE A PAYMENT, PRESS 1"	1															
☐ "ENTER THE TAX TYPE NUMBER FOLLOWED BY THE # SIGN"	★ 941 #															
☐ "IF FEDERAL TAX DEPOSIT ENTER 1"	1															
☐ "ENTER 2-DIGIT TAX FILING YEAR"	★ 24															
☐ "ENTER 2-DIGIT TAX FILING ENDING MONTH" 1ST QTR - 03 (MARCH) - Jan, Feb, Mar 2ND QTR - 06 (JUNE) - Apr, May, June 3RD QTR - 09 (SEPTEMBER) - July, Aug, Sept 4TH QTR - 12 (DECEMBER) - Oct, Nov, Dec	★ 12															
☐ "ENTER AMOUNT OF TAX DEPOSIT - FOLLOWED BY # SIGN" "1 TO CONFIRM" "ENTER W/CENTS AMOUNT OF SOCIAL SECURITY" "ENTER W/CENTS AMOUNT OF MEDICARE" "ENTER W/CENTS AMOUNT OF FEDERAL WITHHOLDING"	★ <table border="1"><tr><td>\$</td><td>110,373.74</td><td>#</td></tr><tr><td></td><td>1</td><td></td></tr><tr><td>0</td><td>\$ 57,806.02</td><td>#</td></tr><tr><td></td><td>\$ 14,087.48</td><td>#</td></tr><tr><td></td><td>\$ 38,480.24</td><td>#</td></tr></table>	\$	110,373.74	#		1		0	\$ 57,806.02	#		\$ 14,087.48	#		\$ 38,480.24	#
\$	110,373.74	#														
	1															
0	\$ 57,806.02	#														
	\$ 14,087.48	#														
	\$ 38,480.24	#														
☐ "6-DIGIT SETTLEMENT DATE" "1 TO CONFIRM"	★ 1															
☐ ACKNOWLEDGEMENT NUMBER																

CALLED IN BY:
CALLED IN DATE:
CALLED IN TIME:

941 REC/TAX DEPOSIT FOR MMC PAYROLL

REVISED 3/18/2014

PAY PERIOD: BEGIN
 PAY PERIOD: END
 PAY DATE:

11/29/2024
 12/12/2024
 12/20/2024

ENTER VOID CKS AS NEGATIVE NUMBERS

		VOIDED CK (1)	VOIDED CK (2)	ADDITIONAL CK (1)	ADDITIONAL CK (1)	TOTALS
GROSS PAY:	\$	622,846.94		\$	-	\$ 622,846.94
DEDUCTIONS:						
A/R	\$	300.00				\$ 300.00
ADVANC						\$ -
BOOTS						\$ -
MUTUAL CRITICAL ILLNESS						\$ -
MUTUAL ACCIDENT						\$ -
IRS TAX						\$ -
MUTUAL SHORT TERM DIS						\$ -
MUTUAL VISION	\$	827.68				\$ 827.68
CAFÉ-D	\$	1,205.36				\$ 1,205.36
CAFÉ-H	\$	29,528.30				\$ 29,528.30
	\$	-				\$ -
	\$	-				\$ -
CAFÉ-P						\$ -
CANCER						\$ -
CHILD	\$	570.69				\$ 570.69
CLINIC	\$	200.00				\$ 200.00
COMBIN	\$	250.86				\$ 250.86
CREDUN	\$	-				\$ -
DENTAL	\$	-				\$ -
DEP-LF						\$ -
MUTUAL TERM LIFE	\$	1,225.15				\$ 1,225.15
MUTUAL HOSP INDEM	\$	478.50				\$ 478.50
FED TAX	\$	38,480.24				\$ 38,480.24
FICA-M	\$	7,043.74				\$ 7,043.74
FICA-O	\$	28,903.01				\$ 28,903.01
FICA-M ADDITIONAL						\$ -
FIRST C						\$ -
FLEX S	\$	4,618.26				\$ 4,618.26
FLX-FE	\$	-				\$ -
GIFT S	\$	345.36				\$ 345.36
MUTUAL CRITICAL ILLNESS	\$	970.93				\$ 970.93
MUTUAL ACCIDENT	\$	683.38				\$ 683.38
MUTUAL SHORT TERM DIS	\$	1,064.76				\$ 1,064.76
LEGAL	\$	1,171.60				\$ 1,171.60
OTHER	\$	3,102.72				\$ 3,102.72
NATIONAL FARM LIFE	\$	1,256.63				\$ 1,256.63
MED SURCHARGE	\$	255.00				\$ 255.00
Blank						\$ -
RELAY						\$ -
REPAY						\$ -
STONEDF	\$	895.00				\$ 895.00
STONE						\$ -
STONE 2						\$ -
STUDEN						\$ -
TSA-R	\$	35,738.38				\$ 35,738.38
UW/HOS	\$	-				\$ -
TOTAL DEDUCTIONS:	\$	159,715.55	\$ -	\$ -	\$ -	\$ 159,715.55
NET PAY:	\$	363,131.39	\$ -	\$ -	\$ -	\$ 363,131.39

TOTAL CAFÉ 125 PLAN:

\$ 37,074.60 Less Exempt:

TAXABLE PAY:

\$ 485,772.34 \$ 466,176.50

Exempt Amt:

		CALCULATED	From MMC Report	Difference
FICA - MED (ER)	1.45%	\$ 7,043.70		
FICA - MED (EE)	1.45%	\$ 7,043.70	\$ 7,043.74	\$ (0.04)
FICA - SOC SEC (ER)	6.20%	\$ 28,902.94		
FICA - SOC SEC (EE)	6.20%	\$ 28,902.94	\$ 28,903.01	\$ (0.07)
FED WITHHOLDING		\$ 38,480.24	\$ 38,480.24	

Employees over FICA-SS Cap:

Shanna O'Donnell \$ 5,653.17
 Erin Clevenger \$ 7,442.44
 Steve Brock \$ 6,500.23

Paycode S - Employee Reimb.:

TOTAL: \$ 19,595.84

TAX DEPOSIT:		\$	110,373.52	\$	110,373.74
FICA - MEDICARE	2.90%	\$	14,087.40	\$	14,087.48
FICA - SOCIAL SECURITY	12.40%	\$	57,805.88	\$	57,806.02
FED WITHHOLDING		\$	38,480.24	\$	38,480.24
TOTAL TAX:		\$	110,373.52	\$	110,373.74

PREPARED BY:
 PREPARED DATE:

Sariah Rubio
 12/16/2024

Run Date: 12/16/24
Time: 08:50

MEMORIAL MEDICAL CENTER
Payroll Register (Bi-Weekly)
Pay Period 11/29/24 - 12/12/24 Run# 1

Page 112
P2REG

Final Summary

Pay Code Summary							Deductions Summary				
PayCd	Description	Hrs	OT	SH	WE	NO	CS	Gross	Code	Amount	
1	REGULAR PAY-S1	9504.00	N		N	N		224424.02	A/R	300.00	A/R2 A/R3
1	REGULAR PAY-S1	1797.75	N		N	N	N	84896.45	ADVANC		AWARDS BCBSVI
1	REGULAR PAY-S1	279.50	Y		N	N		9628.89	BOOTS		CAFE H CAFE-1
1	REGULAR PAY-S1	4.00	Y		N	N	N	187.44	CAPE-2		CAPE-3 CAFE-4
2	REGULAR PAY-S2	2430.50	N		N	N		68159.28	CAPE-5		CAPE-C CAFE-D 1205.36 ✓
2	REGULAR PAY-S2	102.00	Y		N	N		3841.65	CAPE-F		CAPE-H 29528.30 CAFE-I
3	REGULAR PAY-S3	1448.50	N		N	N		50142.53	CAPE-L		CAPE-P CANCER
3	REGULAR PAY-S3	180.00	Y		N	N		8505.16	CHILD	570.69	CLINIC 200.00 COMBIN 250.86 ✓
4	CALL BACK PAY	18.00	N	1	N	N	Y	977.78	CREDUN		DD ADV DENTAL
4	CALL BACK PAY	4.00	N	2	N	N	Y	178.72	DEP-LF		DIS-LF EAT
C	CALL PAY	2360.50	N	1	N	N		4721.00	EATCSH		FEDTAX 38480.24 FICA-M 7043.74 ✓
D	DOUBLE TIME	14.00	N	1	N	N		515.80	FICA-O	28903.01	FIRSTC FLEX S 3912.10 ✓
D	DOUBLE TIME	22.25	N	2	N	N		1924.42	FLX FE		FORT D FUTA
D	DOUBLE TIME	48.00	N	3	N	N		4234.81	GIFT S	345.36	GRANT GRP-IN
E	EXTRA WAGES		N		N	N	N	-207.83	GTL		HOSP-1 HSA 706.16 ✓
E	EXTRA WAGES		N	1	N	N	N	1501.25	ID TFT		IRSTAX LEAF
F	FUNERAL LEAVE	72.00	N	1	N	N		2246.64	LEGAL	366.60	MASA 805.00 MEALS 3102.72 ✓
J	JURY LEAVE	40.00	N	1	N	N		1400.00	NETVIS		MISC MISC/
K	EXTENDED-ILLNESS-BANK	1.00	N		N	N	N	29.93	NMCshr		MOOACC 683.38 MOOILL 970.93 ✓
K	EXTENDED-ILLNESS-BANK	250.00	N	1	N	N		6687.92	MOOIND	473.50	MOOLIF 1225.15 MOOSTD 1664.76 ✓
P	PAID-TIME-OFF	162.00	N		N	N	N	3790.37	MOOVIS	827.68	MATFML 1256.63 OTHER
P	PAID-TIME-OFF	1559.50	N	1	N	N		44198.99	PHI		PHI*** PR FIN
X	CALL PAY 2	226.00	N	1	N	N		452.06	RELAY		REPAY SAMS
Y	YMCA/CURVES		N		N	N	N	15.00	SCRUBS		SIGNON ST-TX
Z	CALL PAY 3	96.00	N	1	N	N		288.00	STONDF	895.00	STONE STONE2
p	PAID TIME OFF - PROBATION	6.00	N	1	N	N		134.82	STUDEN		SUNACC SUNILL
									SUNIND		SUNLIF SUNSTD
									SUNVIS		SURCHG 255.00 TSA-1
									TSA-2		TSA-C TSA-P
									TSA-R	35738.38	TUTION UNIFOR
									UN/HOS		
Grand Totals: 20625.50								Gross: 522846.94 ✓	Deductions: 159715.55 ✓		Net: 363131.39 ✓
Checks Count:- FT 201 PT 14 Other 42 Female 229 Male 27 Credit								OverAmt 11	ZeroNet	Term	Total: 256

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3591	76351	1	1	0	2024	340001172	0	11/9/2024	\$63,816.24	1	TRIPSCREPTS MANAGEMENT SERVICE LLC	P	517	O	EXPENSE	EMPROTEL	PCS	F	11/14/2024	11/14/2024	66431414
3595	76351	1	26	0	2024	317001181	0	11/9/2024	\$11,740.00	1	UT PHYSICIANS	P	179	O	APRIL	KUBALA	SI	F	11/14/2024	11/14/2024	760919500
3597	76351	1	26	0	2024	324000743	0	11/9/2024	\$12.84	1	UT PHYSICIANS	P	181	O	APRIL	KUBALA	RAD	F	11/14/2024	11/14/2024	760499500
3598	76351	1	35	1	2024	325001170	0	11/9/2024	\$13.79	1	SINGLETON ASSOCIATES PA	P	181	O	CHRISTOPHER	JAMENEZ	RAD	F	11/14/2024	11/14/2024	761604998
3602	76351	1	33	0	2024	316300735	0	11/9/2024	\$16.57	1	CLINICAL PATHOLOGY LABS, INC	P	172	O	RACHEL	CABALES	AS	F	10/14/2024	10/14/2024	741554159
3603	76351	1	31	0	2024	324000764	0	11/9/2024	\$71.95	1	THAI PHYSICIAN ASSOCIATES, PLLC	P	457	O	DOMINELA	HERRERA	CVS	F	9/16/2024	9/16/2024	300210070
3604	76351	1	47	0	2024	314000740	0	11/9/2024	\$73.62	1	THAI PHYSICIAN ASSOCIATES, PLLC	P	457	O	DOMINELA	HERRERA	CVS	F	9/16/2024	9/16/2024	300210070
3605	76351	1	4	0	2024	323001302	0	11/9/2024	\$43.52	1	VICTORIA WOMEN'S CLINIC ASSOCIATES	P	180	O	SUMMER	NICHOLSON	XRAY	F	11/12/2024	11/12/2024	741811291
3610	76351	1	8	0	2024	321001446	0	11/9/2024	\$45.58	1	SINGLETON ASSOCIATES PA	P	172	O	PAMELA	BARTON	AS	F	11/6/2024	11/6/2024	741814998
3612	76351	1	57	0	2024	327001167	0	11/9/2024	\$97.68	1	PORT LAVACA CLINIC ASSOCIATES	P	177	O	RACHEL	CABALES	CV	F	11/28/2024	11/28/2024	741805870
3613	76351	1	05	1	2024	327000899	0	11/9/2024	\$153.60	1	WHITTIER CLINIC, LOCATED IN HOKA CVS	P	177	O	WIMBERLY	VIGOD	CV	F	11/13/2024	11/13/2024	204750141
3614	76351	1	48	0	2024	310000911	0	11/9/2024	\$185.48	1	VICTORIA EMERGENCY PARTNERS	P	180	O	JESSICA	CHENNADES	END	F	11/12/2024	11/12/2024	455574415
3617	76351	1	38	0	2024	327001311	0	11/9/2024	\$1,196.64	1	HOUSTON CARDIOVASCULAR ASSOC INC	P	455	O	DAWN	MCCLELLAND	NU	F	11/14/2024	11/14/2024	741841710
3618	76351	1	72	0	2024	318001499	0	11/9/2024	\$1,244.44	1	UT PHYSICIANS	P	424	O	APRIL	KUBALA	TI	F	11/14/2024	11/14/2024	760419500
3621	76351	1	36	0	2024	326000590	0	11/9/2024	\$16.39	1	SINGLETON ASSOCIATES PA	P	183	O	ROBERT	RODRIGUEZ	RAD	F	11/14/2024	11/14/2024	741604098
3623	76351	1	14	0	2024	312001167	0	11/9/2024	\$12.07	1	MADIZAM A MEDICAL MD	P	177	O	SABARDO	HERRERA	CV	F	11/14/2024	11/14/2024	741819415
3628	76351	1	31	0	2024	316000918	0	11/9/2024	\$12.07	1	SINGLETON ASSOCIATES PA	P	181	O	ANITA	CAUSEL	XRAY	F	11/14/2024	11/14/2024	741604098
3630	76351	1	82	0	2024	314000746	0	11/9/2024	\$13.79	1	SINGLETON ASSOCIATES PA	P	181	O	CYNTHIA	GUERRA	XRAY	F	11/14/2024	11/14/2024	741604098
3639	76351	1	02	0	2024	326000516	0	11/9/2024	\$13.81	1	SINGLETON ASSOCIATES PA	P	181	O	LEE	SIMPLEY	XRAY	F	11/14/2024	11/14/2024	741604098
3640	76351	1	48	1	2024	325000800	0	11/9/2024	\$17.80	1	BREASTVU DO PA	P	181	O	LEE	SIMPLEY	XRAY	F	11/14/2024	11/14/2024	741604098
3640	76351	1	50	0	2024	326000811	0	11/9/2024	\$47.62	1	SINGLETON ASSOCIATES PA	P	177	O	JOHN	PERAL	CV	F	11/14/2024	11/14/2024	741604098
3645	76351	1	26	0	2024	321001194	0	11/9/2024	\$51.73	1	SINGLETON ASSOCIATES PA	P	603	O	ELSA	OLACHEA	US	F	11/14/2024	11/14/2024	741604098
3652	76351	1	04	0	2024	327001193	0	11/9/2024	\$59.94	1	OSAREND MEDICAL CENTER	P	177	O	ERIN	WINDOM	CV	F	11/14/2024	11/14/2024	741604098
3655	76351	1	107	1	2024	314000760	0	11/9/2024	\$116.49	1	AYO ADO, MD PLLC	P	457	O	MICHAEL	FARMER	CVS	F	11/14/2024	11/14/2024	741604098
3655	76351	1	33	0	2024	327001141	0	11/9/2024	\$120.10	1	RETINA CONSULTANTS OF HOUSTON	P	181	O	SAVANNAH	HARLEY	XRAY	F	11/14/2024	11/14/2024	741604098
3656	76351	1	28	0	2024	325000847	0	11/9/2024	\$122.35	1	SINGLETON ASSOCIATES PA	P	177	O	SABARDO	HERRERA	CV	F	11/14/2024	11/14/2024	741604098
3667	76351	1	24	0	2024	314000769	0	11/9/2024	\$1,281.98	1	THAI PHYSICIAN ASSOCIATES, PLLC	P	177	O	SABARDO	HERRERA	CV	F	11/14/2024	11/14/2024	741604098
3674	76351	1	28	0	2024	313001318	0	11/9/2024	\$2,484.30	1	VICTORIA HEART VASCULAR CENTER	P	484	O	KAREN	GANN	ODIS	F	10/14/2024	10/14/2024	562784144
									\$79,943.81		HOUSTON METHODIST SUGAR LAND HOSPITAL	P	311	O	SABARDO	HERRERA	MDU	F	7/11/2024	7/11/2024	760419500

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APPROVED ON
DEC 16 2024
BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT --- Dec 9, 2024 - Dec 15, 2024

Date	Bank Description	MMC Notes	CPSI "Handwritten"	
			Amount	Check #
12/13/2024	PAY PLUS ACHTrans 47514575 101000693940065 P	- 3rd Party Payor Fee	160.77	901474
12/13/2024	AMERISOURCE BERG PAYMENTS 0100007708 2100002	- 340B Drug Program Expense	826.95	55065
12/12/2024	PAY PLUS ACHTrans 47307110 101000692519778 P	- 3rd Party Payor Fee	186.85	90147
12/11/2024	WIRE OUT HEALTHEQUITY	- Wages	9,347.64	80063
12/11/2024	STATE COMPTROL TEXNET 08475542/41210 2100002	UC DY9 REDISTRIBUTION PYMT	1,309,828.35	11009
12/11/2024	STATE COMPTROL TEXNET 08475542/41210 2100002	- QIPP Y8 IGT	1,309,828.35	11009
12/10/2024	PAY PLUS ACHTrans 47104645 101000691234010 P	- 3rd Party Payor Fee	1,366.86	90147
12/10/2024	PAY PLUS ACHTrans 46985771 101000690994598 P	- 3rd Party Payor Fee	202.22	90148
12/10/2024	MCKESSON DRUG AUTO ACH ACH06298539 910000155	- 340B Drug Program Expense	1,486.86	55065
12/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332401 G1	- Credit Card Processing Fee	2,828.97	90148
12/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332401 G1	- Credit Card Processing Fee	266.90	90148
12/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332401 G1	- Credit Card Processing Fee	230.30	90148
12/10/2024	TSYS/TRANSFIRST MERCH FEES 41399801332401 G1	- Credit Card Processing Fee	312.32	90148
12/9/2024	PAY PLUS ACHTrans 46675947 101000698587566 P	- 3rd Party Payor Fee	121,166.95	80063
12/9/2024	IRS USATAXPYMT 270474485427074 6103601000677	- Payroll Taxes		
			1,449,356.72	
* Approved on 12.11.24 CC				
** Approved on 12.04.24 CC				
*** Approved on 11.27.24 CC				
Steve Brock, CFO				
Memorial Medical Center				
PROSPERITY BANK				
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- ESTIMATED ACHS				
Date	Description	MMC Notes	Amount	
	1,449,356.72 +			
	826.95 -	December 9, 2024		
	9,347.64 -			
	1,309,828.35 -			
	1,366.86 -			
	121,166.95 -			
	6,819.97 0			
	6,819.97 -			
	0.00 0			
Steve Brock, CFO				
Memorial Medical Center				
APPROVED ON				
DEC 16 2024				
BY COUNTY AUDITOR				
CALHOUN COUNTY TEXAS				

pay plus
UC pay
St. comp.
Proc. Fees
1,505.17 +
202.22 +
1,086.96 +
2,328.97 +
266.30 +
230.36 +
5,619.98 0
605.79 +
594.20 +
5,619.98 +
6,819.97 0
0.00

Plan	Start Date	EE Per Pay Cost	ER Per Pay Cost
2024 Heath Equity Health Savings Account	1/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$100.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$147.91	\$25.00
2024 Heath Equity Health Savings Account	7/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	10/1/2024	\$25.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$60.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$10.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$25.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	8/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	2/1/2024	\$163.25	\$25.00
2024 Heath Equity Health Savings Account	10/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$50.00	\$25.00
2024 Heath Equity Health Savings Account	2/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$100.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	9/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$25.00	\$25.00
2024 Heath Equity Health Savings Account	7/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	1/1/2024	\$0.00	\$25.00
2024 Heath Equity Health Savings Account	2/1/2024	\$0.00	\$25.00
		\$706.16	\$650.00
Total		\$1,356.16	

RECEIVED BY THE
COUNTY AUDITOR ON

12/12/2024
11:25

DEC 12 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

CALHOUN COUNTY, TEXAS

Due Dates Through: 12/28/2024

ap_open_invoice.template

Vendor# Vendor Name

11816 ✓ ASHFORD GARDENS

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 120324		12/12/202	12/03/202	12/28/202			5,478.48	0.00	0.00	5,478.48
TRANSFER <i>ins.pmt. dep. into mmc opt. in error</i> ✓										
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net
		11816	ASHFORD GARDENS				5,478.48	0.00	0.00	5,478.48

Report Summary

Grand Totals:

Gross
5,478.48

Discount
0.00

No-Pay
0.00

Net
5,478.48

APPROVED ON

DEC 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

12/12/2024

DEC 12 2024

MEMORIAL MEDICAL CENTER

11:23

AP Open Invoice List

0

CALHOUN COUNTY, TEXAS

Due Dates Through: 12/28/2024

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

11820 ✓ FORTBEND HEALTHCARE CENTER

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 120324		12/12/202	12/03/202	12/28/202			11,685.01	0.00	0.00	11,685.01 ✓
	TRANSFER									
✓ 120424		12/12/202	12/04/202	12/28/202			23.58	0.00	0.00	23.58 ✓
	TRANSFER									

Vendor Totals: Number Name

	Gross	Discount	No-Pay	Net
11820 FORTBEND HEALTHCARE CENTER	11,708.59	0.00	0.00	11,708.59

Report Summary

Grand Totals:

Gross	Discount	No-Pay	Net
11,708.59	0.00	0.00	11,708.59

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DEC 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

12/12/2024
14:04

DEC 12 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Due Dates Through: 12/28/2024

Vendor# / Vendor Name

Class Pay Code

11832 ✓ BROADMOOR AT CREEKSIDE PARK

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 112924BA		12/12/202	11/29/202	12/28/202			4,896.00	0.00	0.00	4,896.00 ✓
✓ 120324	ins. pmt. dep. into mmc opt. in error	12/12/202	12/03/202	12/28/202			9,312.54	0.00	0.00	9,312.54 ✓

TRANSFER

Vendor Totals: Number Name

	Gross	Discount	No-Pay	Net
11832 BROADMOOR AT CREEKSIDE PARK	14,208.54	0.00	0.00	14,208.54

Grand Totals:

Gross	Discount	No-Pay	Net
14,208.54	0.00	0.00	14,208.54

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DEC 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

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COUNTY AUDITOR ON

12/12/2024
11:26

DEC 12 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 12/28/2024

ap_open_invoice.template

Vendor# Vendor Name
11824 THE CRESCENT

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 120324		12/12/202	12/03/202	12/28/202			7,542.04	0.00	0.00	7,542.04 ✓
	TRANSFER ins. pmt del. into mmc opt. in error									
✓ 120324A		12/12/202	12/03/202	12/28/202			912.00	0.00	0.00	912.00 ✓
	TRANSFER									
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
11824 THE CRESCENT							8,454.04	0.00	0.00	8,454.04

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	8,454.04	0.00	0.00	8,454.04

APPROVED ON

DEC 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

12/12/2024

DEC 12 2024

MEMORIAL MEDICAL CENTER

11:27

AP Open Invoice List

0

ap_open_invoice.template

Vendor# Vendor Name
11836 GOLDEN CREEK HEALTHCARE

Due Dates Through: 12/28/2024

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
112924BA		11/30/202	11/29/202	12/28/202			4,896.00	0.00	0.00	4,896.00

✓ 120424

Removed - no invoice /chk Recd.

12/12/202 12/04/202 12/28/202

2,583.44

0.00

0.00

2,583.44 ✓

TRANSFER

ins. prvt dep. into mmc opt in error

Vendor Totals: Number Name

11836 GOLDEN CREEK HEALTHCARE

Gross

Discount

No-Pay

Net

7,479.44

0.00

0.00

7,479.44

Grand Totals:

Gross

Discount

No-Pay

Net

7,479.44

0.00

0.00

7,479.44

APPROVED ON

DEC 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

DEC 12 2024

12/12/2024

11:24

GALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 12/28/2024

0

ap_open_invoice.template

Vendor# Vendor Name

13004 ✓ TUSCANY VILLAGE

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 120224A		12/12/202	12/02/202	12/28/202			7,575.00	0.00	0.00	7,575.00 ✓
	TRANSFER									
✓ 120224		12/12/202	12/02/202	12/28/202			1,010.00	0.00	0.00	1,010.00 ✓
	TRANSFER									
✓ 120324		12/12/202	12/03/202	12/28/202			1,066.44	0.00	0.00	1,066.44 ✓
	TRANSFER									

Vendor Totals: Number Name

13004 TUSCANY VILLAGE

Gross	Discount	No-Pay	Net
9,651.44	0.00	0.00	9,651.44

Report Summary

Grand Totals:

APPROVED ON

Gross
9,651.44

Discount
0.00

No-Pay
0.00

Net
9,651.44

DEC 12 2024

BY COUNTY AUDITOR
GALHOUN COUNTY TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

12/12/2024
11:26

DEC 12 2024

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 12/28/2024

0
ap_open_invoice.template

Vendor# Vendor Name
12792 BETHANY SENIOR LIVING

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 120224		12/12/202	12/02/202	12/28/202			668.46	0.00	0.00	668.46 ✓
✓ 120224A	TRANSFER	12/12/202	12/02/202	12/28/202			96.42	0.00	0.00	96.42 ✓
✓ 120324A	TRANSFER	12/12/202	12/03/202	12/28/202			1,350.90	0.00	0.00	1,350.90 ✓
✓ 120324B	TRANSFER	12/12/202	12/03/202	12/28/202			8,617.04	0.00	0.00	8,617.04 ✓
120324	TRANSFER	12/12/202	12/03/202	12/28/202			397.22	0.00	0.00	397.22 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
12792 BETHANY SENIOR LIVING							11,130.04	0.00	0.00	11,130.04

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	11,130.04	0.00	0.00	11,130.04

APPROVED ON

DEC 12 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Canteen Transfer
Prosperity Accounts
12/16/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	ACH Transfer-In	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Ashford Gardens		123,456.71	122,935.24	66,662.91		67,183.38	66,772.17
						Bank Balance Variance	
						Leave in Balance	100.00

Reconcile Information for Ashford Gardens

Ashford Health Care Center Ltd Co
JP Morgan Chase Bank

						Oct Interest	251.76
						Nov Interest	200.45
						Dec Interest	
						Adjust Balance/Transfer Amt	66,772.17
						Bank Balance	179,396.11
						Bank Balance Variance	
						Leave in Balance	100.00

						Oct Interest	224.43
						Nov Interest	212.92
						Dec Interest	
						Adjust Balance/Transfer Amt	179,396.11
						Bank Balance	119,410.18
						Bank Balance Variance	
						Leave in Balance	100.00

						Oct Interest	301.56
						Nov Interest	307.68
						Dec Interest	
						Adjust Balance/Transfer Amt	119,410.18
						Bank Balance	11,736.92
						Bank Balance Variance	
						Leave in Balance	100.00

						Oct Interest	98.67
						Nov Interest	56.17
						Dec Interest	
						Adjust Balance/Transfer Amt	11,736.92
						Bank Balance	17,988.59
						Bank Balance Variance	
						Leave in Balance	100.00

						Oct Interest	287.48
						Nov Interest	177.12
						Dec Interest	
						Adjust Balance/Transfer Amt	17,988.59
						Bank Balance	
						Bank Balance Variance	
						Leave in Balance	100.00

66,772.17 +
179,396.11 +
119,410.18 +
11,736.92 +
17,988.59 +
395,303.97 =

West Houston / Fort Bend / Brazoria

APPROVED ON
DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

TOTAL TRANSFERS 395,303.97

Approved: Steve Brock, CFO

12/16/2024

Note: Only balances of over \$5,000 will be transferred to the nursing home
Note 2: Each account has a note balance of \$100 that MMC deposited to open account

Ashford Savings

12/13/2024 Enhanced Analysis Ch
12/13/2024 HNB - ECHO HCCLAIMPMT 746003411 440000246946
12/13/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384
12/12/2024 Deposit
12/12/2024 MANAGEANDNET1718 MNS PMNT 00000000000093 41
12/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000202079
12/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000202049
12/12/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384
12/11/2024 WIRE OUT ASHFORD HEALTH CARE CENTER LTD
12/10/2024 HNB - ECHO HCCLAIMPMT 746003411 440000219207
12/9/2024 MANAGEANDNET1718 MNS PMNT 00000000000093 41
12/9/2024 HNB - ECHO HCCLAIMPMT 746003411 440000202074

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
90.74	148.63						148.63
	2,880.00						2,880.00
	23,051.04						23,051.04
	2,030.00						2,030.00
	23,809.85						23,809.85
	2,756.63						2,756.63
	11,310.00						11,310.00
122,904.50							
	84.95						84.95
	370.00						370.00
	421.81						421.81
122,995.24	66,862.91						66,862.91

Rockingham

12/13/2024 Check 282
12/13/2024 HNB - ECHO HCCLAIMPMT 746003411 440000246900
12/13/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
12/13/2024 AARP Supplementa HCCLAIMPMT 746003411 124384
12/12/2024 Deposit
12/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000202079
12/12/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384
12/12/2024 UHC GOVERNMENT E HCCLAIMPMT 746003411 124384
12/12/2024 WIRE OUT CANTER HEALTH CARE CENTERS III
12/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000259552
12/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000258531
12/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000259255
12/11/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
12/11/2024 HUMANA INS CO HCCLAIMPMT 63958063 8300005514
12/11/2024 HUMANA CHA OISB HCCLAIMPMT 63958063 42000070
12/10/2024 MANAGEANDNET1718 MNS PMNT 0000000000004237 41
12/10/2024 HNB - ECHO HCCLAIMPMT 746003411 440000219527
12/10/2024 UnitedHealthcare HCCLAIMPMT 746003411 910000
12/10/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
12/9/2024 HNB - ECHO HCCLAIMPMT 746003411 440000202074
12/9/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000
12/9/2024 UHC COMMUNITY PL HCCLAIMPMT 746003411 910000

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2, 3 & Lapse	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
4,424.00	1,031.55						1,031.55
	2,984.64						2,984.64
	6,124.00						6,124.00
	21,775.23						21,775.23
	37,302.34						37,302.34
	2,020.00						2,020.00
	4,355.30						4,355.30
81,513.53	537.81						537.81
	807.01						807.01
	13,529.30						13,529.30
	35,908.50						35,908.50
	5,580.00						5,580.00
	6,150.00						6,150.00
	7,023.27						7,023.27
	1,681.85						1,681.85
	130.00						130.00
	16,777.12						16,777.12
	4,949.50						4,949.50
	8,886.40						8,886.40
	1,642.29						1,642.29
85,937.93	179,356.11						179,356.11

Devoted

12/13/2024 HNB - ECHO HCCLAIMPMT 746003411 440000246583
12/13/2024 HNB - ECHO HCCLAIMPMT 746003411 440000246900
12/13/2024 DEVOTED HEALTH P HCCLAIMPMT 21000027286275
12/13/2024 Deposit
12/13/2024 HNB - ECHO HCCLAIMPMT 746003411 440000202079
12/11/2024 WIRE OUT CANTER HEALTH CARE CENTERS III
12/11/2024 HNB - ECHO HCCLAIMPMT 746003411 440000258431
12/11/2024 DEVOTED HEALTH P HCCLAIMPMT 21000025947863
12/11/2024 DEVOTED HEALTH P HCCLAIMPMT 21000027286285
12/11/2024 DEVOTED HEALTH P HCCLAIMPMT 21000027286283
12/11/2024 DEVOTED HEALTH P HCCLAIMPMT 21000027286281
12/11/2024 DEVOTED HEALTH P HCCLAIMPMT 21000027286279
12/11/2024 DEVOTED HEALTH P HCCLAIMPMT 21000027286277
12/11/2024 DEVOTED HEALTH P HCCLAIMPMT 21000027286275
12/11/2024 DEVOTED HEALTH P HCCLAIMPMT 21000027286273
12/11/2024 DEVOTED HEALTH P HCCLAIMPMT 21000027286271
12/11/2024 DEVOTED HEALTH P HCCLAIMPMT 21000027286269
12/10/2024 NOVITAS SOLUTION HCCLAIMPMT 676923 4200001395
12/9/2024 HNB - ECHO HCCLAIMPMT 746003411 440000202074

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2, 3 & Lapse	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	451.83						451.83
	4,993.23						4,993.23
	7,200.00						7,200.00
	9,118.78						9,118.78
	20.72						20.72
97,916.37	123.58						123.58
	4,500.00						4,500.00
	1,800.00						1,800.00
	9,450.00						9,450.00
	1,374.84						1,374.84
	4,050.00						4,050.00
	5,315.91						5,315.91
	10,500.00						10,500.00
	6,681.00						6,681.00
	39,016.20						39,016.20
	4,851.00						4,851.00
	16,714.36						16,714.36
	4,018.41						4,018.41
97,916.37	130,185.86						130,185.86

Port State

12/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000202079
12/12/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384
12/11/2024 WIRE OUT CANTER HEALTH CARE CENTERS III
12/11/2024 HNB - ECHO HCCLAIMPMT 746003411 440000258631
12/11/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2, 3 & Lapse	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
	50.10						50.10
	11,180.00						11,180.00
53,809.19	76.82						76.82
	430.00						430.00
53,809.19	11,736.92						11,736.92

State of New Hampshire

12/13/2024 Enhanced Analysis Ch
12/13/2024 Deposit
12/13/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384
12/12/2024 WIRE OUT CANTER HEALTH CARE CENTERS III
12/12/2024 UnitedHealthcare HCCLAIMPMT 746003411 124384
12/11/2024 HUMANA INS CO HCCLAIMPMT 639580378 8300005514
12/10/2024 NOVITAS SOLUTION HCCLAIMPMT 676923 4200001395
12/9/2024 HNB - ECHO HCCLAIMPMT 746003411 440000202074
12/9/2024 HNB - ECHO HCCLAIMPMT 746003411 440000262486

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2, 3 & Lapse	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
85.83	408.00						408.00
	180.00						180.00
107,742.91	900.00						900.00
	3,255.00						3,255.00
	4,385.15						4,385.15
	8,550.39						8,550.39
	399.88						399.88
107,832.74	18,078.42						18,078.42
406,260.22							406,260.22

TOTALS

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$2,659,815.62	\$2,604,122.92	\$2,659,815.62	\$2,511,754.00
*4365 MMC - CLINIC SERIES 2014	\$548.64	\$548.64	\$548.64	\$548.64
*4373 MMC - PRIVATE WAIVER CLEARING	\$441.68	\$441.68	\$441.68	\$441.68
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$67,334.38 ✓	\$83,068.16	\$67,334.38	\$64,396.49
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$179,933.46 ✓	\$179,933.46	\$179,933.46	\$174,017.27
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$130,895.10 ✓	\$130,921.82	\$130,895.10	\$118,250.04
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$18,548.19 ✓	\$24,049.79	\$18,548.19	\$18,638.02
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$11,992.96 ✓	\$17,713.22	\$11,992.96	\$11,992.96
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$115,144.24	\$124,762.13	\$115,144.24	\$115,144.24
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.12	\$5,494.12	\$5,494.12	\$5,494.12
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$3,303.75	\$3,303.75	\$3,303.75	\$3,303.75
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$4,640.82	\$4,640.82	\$4,640.82	\$844.05
*5506 MMC -NH BETHANY SENIOR LIVING	\$129,636.76	\$131,628.16	\$129,636.76	\$124,611.40
*3407 MMC -NH TUSCANY VILLAGE	\$110,502.66	\$131,402.47	\$110,502.66	\$90,156.67
*3660 MMC -BETHANY SR LIVING - DACA	\$0.00	\$0.00	\$0.00	\$0.00
*2998 MMC -MONEY MARKET FUND	\$1,055,380.38	\$1,055,380.38	\$1,055,380.38	\$1,055,380.38
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$100.00	\$100.00	\$100.00	\$100.00
Total Balance	\$4,493,712.76	\$4,497,511.52	\$4,493,712.76	\$4,295,073.71

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
12/16/2024

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		110,853.18	110,410.46	114,701.52		115,144.24	114,336.99
					Bank Balance	115,144.24	
					Variance	-	
					Leave in Balance	100.00	
					Claim Payment owed to MMC	63.66	
					Claim Payment owed to MMC	384.53	
					Oct Interest	155.49	
					Nov Interest	129.57	
					Dec Interest		
					Adjust Balance/Transfer Amt	114,336.99	

Routing Information for Golden Creek:
Nexion Health at Golden Creek
Wells Fargo Bank, N.A.

Note: Only balances of over \$5,000 will be transferred to the nursing home.
Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Approved:


Steve Brock, CFO

12/16/2024

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Golden Creek

12/12/2024 Deposit
 12/12/2024 AETNA AS01 HCCLAIMPMT 358073964 51000015652
 12/11/2024 WIRE OUT NEXION HEALTH c/b/a GOLDEN CREEK HC
 12/11/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001376
 12/10/2024 GOLDEN CREEK HEALTH MERC DEP 1220356 9100001384
 12/9/2024 TSY5/TRANSFIRST CA CO DEP 543684555 87691743
 12/9/2024 HEALTH HUMAN SVC HCCLAIMPMT 174600341330112

		MMC PORTION					NH PORTION
Transfer Out	Transfer In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TT	
-	✓ 99,105.45					-	99,105.45
-	✓ 4,550.00					-	4,550.00
110,410.46						-	-
-	1,794.63					-	1,794.63
-	1,255.29					-	1,255.29
-	✓ 6,365.00					-	6,365.00
-	1,631.15					-	1,631.15
110,410.46	114,701.52	-	-	-	-	-	114,701.52

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$2,659,815.62	\$2,604,122.92	\$2,659,815.62	\$2,511,754.00
*4365 MMC - CLINIC SERIES 2014	\$548.64	\$548.64	\$548.64	\$548.64
*4373 MMC - PRIVATE WAIVER CLEARING	\$441.68	\$441.68	\$441.68	\$441.68
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$67,334.38	\$83,068.16	\$67,334.38	\$64,396.49
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$179,933.46	\$179,933.46	\$179,933.46	\$174,017.27
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$130,895.10	\$130,921.82	\$130,895.10	\$118,250.04
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$18,548.19	\$24,049.79	\$18,548.19	\$18,638.02
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$11,992.96	\$17,713.22	\$11,992.96	\$11,992.96
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$115,144.24 ✓	\$124,762.13	\$115,144.24	\$115,144.24
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.12	\$5,494.12	\$5,494.12	\$5,494.12
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$3,303.75	\$3,303.75	\$3,303.75	\$3,303.75
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$4,640.82	\$4,640.82	\$4,640.82	\$844.05
*5508 MMC -NH BETHANY SENIOR LIVING	\$129,636.76	\$131,628.16	\$129,636.76	\$124,611.40
*3407 MMC -NH TUSCANY VILLAGE	\$110,502.66	\$131,402.47	\$110,502.66	\$90,156.67
*3660 MMC -BETHANY SR LIVING - DACA	\$0.00	\$0.00	\$0.00	\$0.00
*2998 MMC -MONEY MARKET FUND	\$1,055,380.38	\$1,055,380.38	\$1,055,380.38	\$1,055,380.38
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$100.00	\$100.00	\$100.00	\$100.00
Total Balance	\$4,493,712.76	\$4,497,511.52	\$4,493,712.76	\$4,295,073.71

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
12/16/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Gulf Point Plaza-Medicaid Pay~~		2,318.34		885.41			3,103.75	no transfer
						Bank Balance	3,103.75	
						Variance		
						Leave in Balance	100.00	
						Adjust Balance/Transfer Amt	3,203.75	
Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Gulf Point Plaza-Medicaid/Medicaid~~		29,384.30	29,764.10	4,540.82			4,640.82	
						Bank Balance	4,640.82	
						Variance		
						Leave in Balance	100.00	
						Adjust Balance/Transfer Amt	4,540.82	
TOTAL TRANSFERS							7,744.57	

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:
Steve Brock, CFO

12/16/2024

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Gulf Pointe Plaza Private Pay

12/10/2024 HNB - ECHO HCCLAIMPMT 746003411 440000219207

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
	885.41						885.41
✓	✓						-
							-
							-
	885.41						885.41

Gulf Pointe Plaza Medicare/Medicaid

12/13/2024 MERCHANT BANKCD DEPOSIT 495478518889 9100001
 12/11/2024 WIRE OUT HMG Rockport SNF, LP - Commercial
 12/11/2024 MERCHANT BANKCD DEPOSIT 495478518889 9100001

MMC PORTION							NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
	3,796.77						3,796.77
29,784.30							-
	744.05						744.05
29,784.30	4,540.82						4,540.82
29,784.30	5,426.23						5,426.23

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$2,659,815.62	\$2,604,122.92	\$2,659,815.62	\$2,511,754.00
*4365 MMC - CLINIC SERIES 2014	\$548.64	\$548.64	\$548.64	\$548.64
*4373 MMC - PRIVATE WAIVER CLEARING	\$441.68	\$441.68	\$441.68	\$441.68
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$67,334.38	\$83,068.16	\$67,334.38	\$64,396.49
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$179,933.46	\$179,933.46	\$179,933.46	\$174,017.27
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$130,895.10	\$130,921.82	\$130,895.10	\$118,250.04
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$18,548.19	\$24,049.79	\$18,548.19	\$18,638.02
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$11,992.96	\$17,713.22	\$11,992.96	\$11,992.96
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$115,144.24	\$124,762.13	\$115,144.24	\$115,144.24
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.12	\$5,494.12	\$5,494.12	\$5,494.12
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$3,303.75	\$3,303.75	\$3,303.75	\$3,303.75
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$4,640.82	\$4,640.82	\$4,640.82	\$844.05
*5506 MMC -NH BETHANY SENIOR LIVING	\$129,636.76	\$131,628.16	\$129,636.76	\$124,611.40
*3407 MMC -NH TUSCANY VILLAGE	\$110,502.66	\$131,402.47	\$110,502.66	\$90,156.67
*3660 MMC -BETHANY SR LIVING - DACA	\$0.00	\$0.00	\$0.00	\$0.00
*2998 MMC -MONEY MARKET FUND	\$1,055,380.38	\$1,055,380.38	\$1,055,380.38	\$1,055,380.38
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$100.00	\$100.00	\$100.00	\$100.00
Total Balance	\$4,493,712.76	\$4,497,511.52	\$4,493,712.76	\$4,295,073.71

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
12/16/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
TUSCANY NURSING		222,171.87	213,522.07	101,850.86			110,502.66	110,402.66
						Bank Balance Variance	110,502.66	
						Leave In Balance	100.00	

Adjust Balance/Transfer Amt 110,402.66

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: 
Steve Brock, CFO 12/16/2024

APPROVED ON
DEC 16 2024
BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

MMC PORTION

Tuscan Village

Transfer-Out	Transfer-In	QIPP/Comp 1	QIPP/Comp 2, 3 d & Lapse	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	NH PORTION
12/13/2024 Deposit	-					-	4,424.00
12/13/2024 HNB - ECHO HCCLAIMPMT 746003411 440000246583	-					-	15,873.56
12/13/2024 HNB - ECHO HCCLAIMPMT 746003411 440000246800	-					-	48.43
12/12/2024 Deposit	-					-	5,614.08
12/12/2024 Deposit	-					-	32,727.10
12/12/2024 HNB - ECHO HCCLAIMPMT 746003411 440000202079	-					-	27,894.54
12/11/2024 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE	213,522.07					-	-
12/11/2024 HNB - ECHO HCCLAIMPMT 746003411 440000258831	-					-	238.81
12/9/2024 Deposit	-					-	1,836.00
12/9/2024 HNB - ECHO HCCLAIMPMT 746003411 440000262076	-					-	282.35
12/9/2024 NOVITAS SOLUTION HCCLAIMPMT 476201 420000149	-					-	12,911.99
213,522.07	101,850.86	-	-	-	-	-	101,850.86

Balances Overview

Account Name				
*4367 MEMORIAL MEDICAL - OPERATING	\$2,659,815.62	\$2,604,122.92	\$2,659,815.62	\$2,511,754.00
*4365 MMC - CLINIC SERIES 2014	\$548.64	\$548.64	\$548.64	\$548.64
*4373 MMC - PRIVATE WAIVER CLEARING	\$441.68	\$441.68	\$441.68	\$441.68
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$67,334.38	\$83,068.16	\$67,334.38	\$64,396.49
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$179,933.46	\$179,933.46	\$179,933.46	\$174,017.27
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$130,895.10	\$130,921.82	\$130,895.10	\$118,250.04
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$18,548.19	\$24,049.79	\$18,548.19	\$18,638.02
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$11,992.96	\$17,713.22	\$11,992.96	\$11,992.96
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$115,144.24	\$124,762.13	\$115,144.24	\$115,144.24
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.12	\$5,494.12	\$5,494.12	\$5,494.12
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$3,303.75	\$3,303.75	\$3,303.75	\$3,303.75
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$4,640.82	\$4,640.82	\$4,640.82	\$844.05
*5506 MMC -NH BETHANY SENIOR LIVING	\$129,636.76	\$131,628.16	\$129,636.76	\$124,611.40
*3407 MMC -NH TUSCANY VILLAGE	\$110,502.66 ✓	\$131,402.47	\$110,502.66	\$90,156.67
*3660 MMC -BETHANY SR LIVING - DACA	\$0.00	\$0.00	\$0.00	\$0.00
*2998 MMC -MONEY MARKET FUND	\$1,055,380.38	\$1,055,380.38	\$1,055,380.38	\$1,055,380.38
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$100.00	\$100.00	\$100.00	\$100.00
Total Balance	\$4,493,712.76	\$4,497,511.52	\$4,493,712.76	\$4,295,073.71

Memorial Medical Center
 Nursing Home UPL
 Weekly HSL Transfer
 Prosperity Accounts
 12/16/2024

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~BAVNH/BAVNH/BAVNH~~		25,067.46	24,811.95	129,401.25			129,616.76	129,401.25
						Bank Balance Variance	129,616.76	
						Leave in Balance	100.00	
						Oct Interest	80.97	
						Nov Interest	54.54	
						Dec Interest		

Note: Only balances of over \$5,000 will be transferred to the nursing home.
 Note 2: Each account has a base balance of \$100 that MMC deposited to open account.

Adjust Balance/Transfer Amt 129,401.25

Approved: SB
 Steve Brock, CFO

12/16/2024

APPROVED ON
 DEC 16 2024
 BY COUNTY AUDITOR
 CALHOUN COUNTY TEXAS

Bathurst Section 17(1)(b)

12/13/2024 Deposit
 12/13/2024 HOSPICE OF SOUTH Payments NF 12312250074734
 12/12/2024 Deposit
 12/12/2024 Deposit
 12/12/2024 NOVITAS SOLUTION HCCCLAIMPMT 576481 420000137
 12/11/2024 WIRE OUT PORT LAVACA NH, LLC
 12/11/2024 CENTENE CORP HCCCLAIMPMT 53101124487519
 12/10/2024 NDC SWEEP FAC K236 31316565835550 SWEEP FR
 12/10/2024 NOVITAS SOLUTION HCCCLAIMPMT 576481 420000195
 12/10/2024 CENTENE CORP HCCCLAIMPMT 53101127917907
 12/9/2024 NOVITAS SOLUTION HCCCLAIMPMT 576481 420000149

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
-	4,145.24	-	-	-	-	-	4,145.24
-	880.12	-	-	-	-	-	880.12
-	17,594.73	-	-	-	-	-	17,594.73
-	61,743.58	-	-	-	-	-	61,743.58
-	1,121.90	-	-	-	-	-	1,121.90
24,831.95	-	-	-	-	-	-	-
-	2,546.58	-	-	-	-	-	2,546.58
-	23,440.27	-	-	-	-	-	23,440.27
-	1,507.26	-	-	-	-	-	1,507.26
-	15,980.91	-	-	-	-	-	15,980.91
-	440.66	-	-	-	-	-	440.66
24,831.95	129,401.25	-	-	-	-	-	129,401.25

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$2,659,815.62	\$2,604,122.92	\$2,659,815.62	\$2,511,754.00
*4365 MMC - CLINIC SERIES 2014	\$548.64	\$548.64	\$548.64	\$548.64
*4373 MMC - PRIVATE WAIVER CLEARING	\$441.68	\$441.68	\$441.68	\$441.68
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$67,334.38	\$83,068.16	\$67,334.38	\$64,396.49
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$179,933.46	\$179,933.46	\$179,933.46	\$174,017.27
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$130,895.10	\$130,921.82	\$130,895.10	\$118,250.04
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*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$115,144.24	\$124,762.13	\$115,144.24	\$115,144.24
*4551 CAL CO INDIGENT HEALTHCARE	\$5,494.12	\$5,494.12	\$5,494.12	\$5,494.12
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$3,303.75	\$3,303.75	\$3,303.75	\$3,303.75
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$4,640.82	\$4,640.82	\$4,640.82	\$844.05
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*2998 MMC -MONEY MARKET FUND	\$1,055,380.38	\$1,055,380.38	\$1,055,380.38	\$1,055,380.38
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$100.00	\$100.00	\$100.00	\$100.00
Total Balance	\$4,493,712.76	\$4,497,511.52	\$4,493,712.76	\$4,295,073.71

Crescent J

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P

MMC OPERATING ✓

Date Requested: ↓

12/16/2024

A

Y

E

E

APPROVED ON

DEC 16 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:

\$

275.68 /

G/L NUMBER:

21400007

EXPLANATION:

Claim pymnts owed from Crescent to MMC

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY: ↓

[Signature]

1 Golden Creek

MEMORIAL MEDICAL CENTER
CHECK REQUEST

P
A
Y
E
E

MMC OPERATING

Date Requested:

12/16/2024

APPROVED ON

DEC 16 2024

BY COUNTY AUDITOR
SARAH J. COUNTY TEXAS

FOR ACCT USE ONLY

- ☐ Imprest Cash
☐ A/P Check
☐ Mail Check to Vendor
☐ Return Check to Dept

AMOUNT:

\$

364.53

G/L NUMBER:

21400007

EXPLANATION:

Claim pymnts owed from Golden Creek to MMC

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY:



MEMORIAL MEDICAL CENTER
CHECK REQUEST

P
A
Y
E
E

TUSCANY

Date Requested:

12/16/2024

APPROVED ON

DEC 16 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:

\$

10,500.00

G/L NUMBER:

21400007

EXPLANATION:

Claim pymnts owed from Crescent to Tuscany

REQUESTED BY:

Caitlin Clevenger

AUTHORIZED BY:

SS



Transaction Summary

Transaction Complete
Trace #

**Texas Health and Human Services Commission
Memorial Medical Center Operating County**

Payment Total	\$594.20
Bank Routing and Account Number	
Settlement Date	12/11/2024
UC Hospital Amount	\$594.20
Entered By	Caitlin Clevenger