



March 12, 2025

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.

Gary Jackson spoke to the court and asked them to acknowledge his email.

5. Approve March 5, 2025 Commissioners' Court Meeting Minutes. (VLL)

Pass

6. Hear report from MMC.

Erin Clevenger gave the report.

7. Consider and take necessary action on closing a portion of Magnolia Beach at and near Cabana 1 for three days (June 12, 13, and 14th (See Attached map) for the Texas 200 sailing club as provided by Texas Local Government Code Section 240. (DEH)

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

8. Consider and take necessary action to authorize the County Judge to sign the Interlocal Agreement between the City of Victoria and Calhoun County for radio use agreement for interoperability. (DEH)

Commissioner Hall explained it would save the County money and benefit the Community.

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

9. Consider and take necessary action to accept the attached list of Donations to the Calhoun County Library for the month of February, 2025. (VLL)

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

10. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Surplus/Salvage for the month of February, 2025. (VLL)

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

11. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Waste for the month of February, 2025. (VLL)

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

12. Consider and take necessary action to approve a resolution in support of proposed Legislative Amendments of Governance of Pilotage in Matagorda and Lavaca Bays. (VLL)

Captain Michael Harris asks the Court for support.

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

13. Consider and take necessary action to purchase 0. 761 acres situated in the Santiago Gonzales Survey, Abstract No. 19, Calhoun County, Texas from Stofer Ltd. - McNeel Trusts; purchase price of \$480,000 with funding from Matagorda Bay Mitigation Trust Contract No. 080. Authorize Judge Lyssy to sign all closing documentation. (GDR)

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

14. Consider and take necessary action to accept anonymous donation to the Sheriffs Office 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:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

15. Consider and take necessary action to approve the contract between Calhoun County and BLS Construction Inc., for Bid Number 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1 Calhoun County, Texas that was awarded on February 26, 2025 and authorize County Judge to sign all documents. (GDR)

Matt Glaze explained the contractor is eager to get started.

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

16. Consider and take necessary action to make salary adjustment as needed from SB22 Grant. (VLL)

Sheriff explained the grant and how it would be used.

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

17. Consider and take necessary action to amend the 2025 Salary Order. (VLL)

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

18. Consider and take necessary action remove 2001 Dodge Ram VIN 3B7HC13Y81 G798018 asset# 565-0783 from the Sheriffs Office and get ready for auction. (VLL)

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

19. Consider and take necessary action to approve the Specifications and Contract Documents for Bid Number 2025.06 – AWOS Installation Project for 24AWPTLAV Calhoun County Airport, Port Lavaca, Texas and authorize the County Auditor to advertise for bids. Sealed Bids are due until 2:00:00 PM, Thursday, April 10, 2025 at the Calhoun County Judge's office. (RB)

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

20. Consider and take necessary action to allow the County Auditor's office to issue addenda's as needed for Bid Number 2025-06 – AWOS Installation Project for 24AWPTLAV Calhoun County Airport, Port Lavaca, Texas, with approval from Commissioner Best and County Judge. (RB)

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

21. Consider and take necessary action to continue participation in TAC HEBP ARTS Program and authorize County Judge to sign agreement. (VLL)

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 to proclaim the week of March 12, 2025 as "Girl Scout Week" in Calhoun County. (VLL)

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

23. Consider and take necessary action to approve a rental agreement with Equipment Share for a single drum roller and a track excavator and authorize Commissioner Behrens to sign all necessary documents. (JMB)

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

24. Consider and take necessary action to authorize Kathy Pullin, sponsor of "Give Domestic Violence the Boot", to use King Fisher Beach Pavilion September 26 - 27, 2025 for the annual fundraiser benefiting Calhoun County Harbor Children's Alliance. (GDR)

Commissioner Reese explained the insurance would be provided as the event approaches.

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

25. Consider and take necessary action on issuing a variance for the Port O'Connor Library located at 506 W Main St., to have an addition built to the elevation of the current Library and have the Commissioners court sign document. (VLL)

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

26. Consider and take necessary action to move funds from 2024 budget to 2025 budget for items that were ordered in October of 2024 in the amount of \$14,801.26. (VLL)

- a) Sirchie order \$177.66 Received on 1/13/2025
- b) Motorola Portable Radio \$7300.56 Received on 2/26/25
- c) Motorola Mobile Radio \$7323.04 Not received as of today

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

27. Accept Reports from the following County Offices:

- a) Justice of the Peace Pct 1 – February, 2025
- b) Justice of the Peace Pct 2 – February, 2025
- c) Justice of the Peace Pct 5 – February, 2025
- d) Floodplain Administration –February, 2025
- e) Sheriff Department – February, 2025

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

28. Consider and take necessary action on budget adjustments. (VLL)

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

29. Approval of bills and payroll. (VLL)

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

County 2025

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

Adjourned 10:50am



CALHOUN COUNTY COMMISSIONERS' COURT PACKET COMPLETION SHEET

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

On this 3 day of April 2025, the packet

for the 12th day of MARCH 2025 Commissioners' Special Regular Session was submitted from the Calhoun County Judge's office to the Calhoun County Clerk's Office.

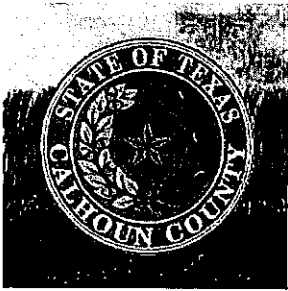
Debbie Vickery
Calhoun County Judge/Assistant

8 - DAVID HALL VICTORIA CITY COUNCIL NEED TO SIGN.

3/13/25 - ANGIE PICKED UP THREE SIGNED ORIGINALS

Returned 4/2/25 email.

AGENDA



Vern L. Lyssy
County Judge

David Hall, Commissioner, Precinct 1
Ronald Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

NOTICE OF MEETING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, March 12, 2025 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 March 5, 2025 Commissioners' Court Meeting Minutes. (VLL)
6. Hear report from MMC.
7. Consider and take necessary action on closing a portion of Magnolia Beach at and near Cabana 1 for three days (June 12, 13, and 14th (See Attached map) for the Texas 200 sailing club as provided by Texas Local Government Code Section 240. (DEH)
8. Consider and take necessary action to authorize the County Judge to sign the Interlocal Agreement between the City of Victoria and Calhoun County for radio use agreement for interoperability. (DEH)
9. Consider and take necessary action to accept the attached list of Donations to the Calhoun County Library for the month of February, 2025. (VLL)
10. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Surplus/Salvage for the month of February, 2025. (VLL)
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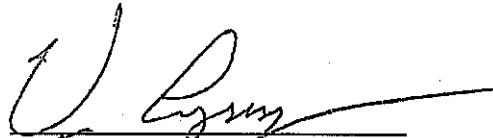
AT 8:38 FILED O'CLOCK P M

MAR 07 2025

COUNTY CLERK, ANNA GOODMAN
CALHOUN COUNTY, TEXAS
DEPUTY: K. Adkins

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13. Consider and take necessary action to purchase 0. 761 acres situated in the Santiago Gonzales Survey, Abstract No. 19, Calhoun County, Texas from Stofer Ltd. - McNeel Trusts; purchase price of \$480,000 with funding from Matagorda Bay Mitigation Trust Contract No. 80. Authorize Judge Lyssy to sign all closing documentation. (GDR)
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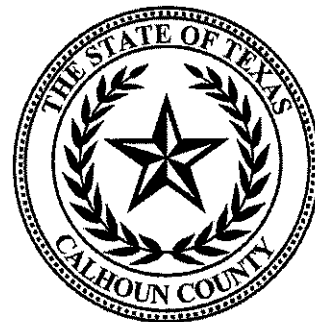
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 - b) Justice of the Peace Pct 2 – February, 2025
 - c) Justice of the Peace Pct 5 – February, 2025
 - d) Floodplain Administration –February, 2025
 - e) Sheriff Department – February, 2025
28. Consider and take necessary action on budget adjustments. (VLL)
29. Approval of bills and payroll. (VLL)



Vern Lyssy, 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.calhouncounty.org under "Commissioners' Court Agenda" for any official court postings.

04



March 12, 2025

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.

Gary Jackson spoke to the court and asked them to acknowledge his email.

Calhoun County Commissioners Court

Public Participation Form

NOTE: This Public Participation Form must be presented to the County Clerk or Deputy Clerk prior to the time the agenda item (or items) you wish to address are discussed before the Court.

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Gerhardt John Jackson (Gary)

ADDRESS: 2205 Larry Port Laidlaw

TELEPHONE: 361 652 5912

PLACE OF EMPLOYMENT: Retire

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? YES NO (Circle one)

If you do represent a group or organization, please provide the name, address and telephone number of the group or organization:

Hearing Test

Which agenda item (or items) do you wish to address? _____

In general, are you for or against the agenda item (or items)? _____

I hereby swear that any statement I make will be the truth, and nothing but the truth, to the best of my knowledge and ability.

Signature: Gary Jackson

Night fall

Night fall

Night fall

Can You Hear Them All

2 + 2

yo bro Chill

Yellow Tube

Milk or Juice

Go Blue Tooth

Yellow Tooth

You'll Float Too

Don't Want To

Fortnite

Fortnite

Fortnite

Can You Hear Them All

2 + 2

yo bro Chill

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Go Blue Tooth

Yellow Tooth

You'll Float Too

Don't Want To

i phone

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Can You Hear Them All

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Go Blue tooth

yellow tooth

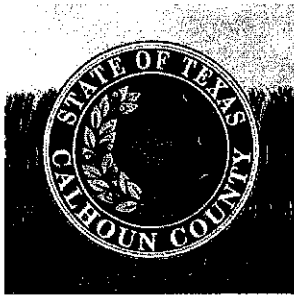
You'll float too

Don't want to

05

5. Approve March 5, 2025 Commissioners' Court Meeting Minutes. (VLL)

Pass



Vern L. Lyssy
County Judge

David Hall, Commissioner, Precinct 1
Ronny Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

The Commissioners' Court of Calhoun County, Texas met on Wednesday, March 12, 2025, at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

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

Vern Lyssy, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk

Deputy Clerk

06

6. Hear report from MMC.

Erin Clevenger gave the report.



So Much... So Close!

PORT LAVACA, TEXAS

BOARD OF MANAGERS MEETING



PATIENT
EXPERIENCE



QUALITY
SERVICES



PROFITABILITY



COMMUNITY
IMPACT

FEBRUARY 2025

Post on or before
February 21, 2025

The Board of Managers of Memorial Medical Center will meet for its regular scheduled meeting on Wednesday, February 26, 2024, at 4:00 p.m., in the Board Room at Memorial Medical Center in Port Lavaca, Texas. The Board of Managers may take action on any item on this agenda it may determine to be appropriate.

AGENDA

CONSENT AGENDA – The following items identified within the consent agenda will be acted upon by one motion, without discussion, unless a director, or other person, requests that an item be considered separately. In the event of such a request, the item will be addressed, considered and acted upon separately.

AT 11:32 FILED O'CLOCK a M

The subject matter of the meeting is as follows:

FEB 21 2025

COUNTY CLERK, ANNA GOODMAN
CALHOUN COUNTY, TEXAS

DEPUTY: Kaddie Min

1. Call to order and determine a quorum.
2. Invocation
3. Pledges of Allegiance
4. Public comment – General discussion.
 - 1) Persons who wish to make a comment to the Board shall sign up as they arrive, indicating the topic about which they wish to speak.
5. **CONSENT AGENDA**
 - a. Approval of minutes of previous meeting(s).
 - January 29, 2024
 - b. Medical Staff Credentials Committee Report for February 2025.
 - Approval of current List of Providers with RadPartners (reappointment included).
 - Approval of Schedule 1 - RadPartners.
 - 1) Anahid Pahlawanian, D.O. – Consulting / Tele Radiology
 - Approval of Reappointment to the Medical Staff.
 - 1) Kourosh Kahkeshani, D.O. – Consulting / Tele Neurology
 - 2) Gerhard Wittich, M.D. – Consulting / Tele Radiology & Radiology (on-site)
 - 3) Harold Campbell, M.D. – Courtesy / Emergency Medicine
 - 4) Gilbert Rodriguez, M.D. – Courtesy / Emergency Medicine
 - Approval of Extension of Privileges of the following provider until March 26, 2025.
 - 1) Bernard Gerber, M.D.
 - 2) Peter Lam, M.D.
 - 3) Thao Truong, M.D.

- c. **Finance (Reviewed and recommended for approval by the Finance Committee – Accept as noted on day of meeting)**
 - 1) Approval of January Disbursements (Check Register).
 - 2) Approval of January Payroll.
 - 3) Approval of the proposed amendment to the Management Agreement with Lavaca Bay Nursing and Rehabilitation.
 - 4) Approval of the proposed AI Scribe Master Software Agreement for the clinic.
 - 5) Approval to purchase the proposed Accounting Software.
- d. Michael Chavana is the Board Representative for the Commissioner's Court meeting to be held Wednesday, March 5, 2025 at 10:00 a.m., at the Courthouse.
- e. Michael Chavana is the Board Representative for the next Medical Staff meeting to be held Monday, March 10, 2025 at 12:30 p.m., in the Community Room.

ADMINISTRATIVE REPORTS:

- 6. Chief Executive Officer Report – Erin Clevenger, BSN, RN (*Report Only*)
- 7. Financial Reports – Steve Brock, CFO
 - a. Approval of January Financials
 - b. Indigent Healthcare Program Report – *Report Only*
 - c. Cash Flow Projection – *Report Only*
- 8. Chief Nursing Officer/Clinical Services Administrator Report – Dianne Atkinson, RN
- 9. Memorial Medical Clinics Report – Marissa Almanzar (*Report Only*)

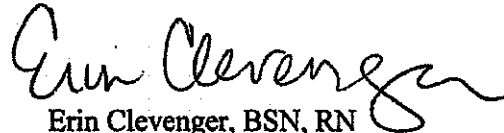
FINANCIAL:

OTHER:

- 10. Presentation on Grants / Funds update. – Erin Clevenger
- 11. Roof and HVAC Project update. – Erin Clevenger
- 12. Hospital District update. – Erin Clevenger
- 13. **Closed Meeting** – The Board of Managers will meet in a closed meeting to discuss
 - a. Texas Health & Safety Code – Section 161.032(c) Records and Proceedings Confidential: Records, information, or reports of a medical committee, medical peer review committee or compliance officer and medical peer review committee, or compliance officer to the governing body of public hospital, hospital district, or hospital authority are not subject to disclosure under Chapter 552, Government Code.

- Quality Council Report

- a. Texas Government Code §551.071(2), authorizes closed meeting for the purpose of conducting a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.
- 14. Return to open session and take any action deemed necessary based upon discussion in closed meeting.
- 15. Adjournment.



Erin Clevenger, BSN, RN
Chief Executive Officer

**MEMORIAL MEDICAL CENTER
BOARD OF MANAGERS
JANUARY 29, 2025**

PRESENT: Dr. William Crowley, Dallas Franklin, Kay McPherson, Stephen Mutchler, Reynaldo Tuazon, Jack Wu

ABSENT: Michael Chavana, Shelia Dierschke

ALSO PRESENT: Erin Clevenger, CEO; Steve Brock, CFO; Dianne Atkinson, CNO/Clinical Services Administrator; Marissa Almanzar, Practice Administrator; Pam Fikac, Executive Assistant/Credentialing Coordinator; Anne Marie Odefey, Attorney; Vern Lyssy, County Judge; David Hall, County Commissioner

1. Due to the absence of Shelia Dierschke, Chairman of the Board, Dallas Franklin, Vice President calls the meeting to order at 4:07 p.m. in the Memorial Medical Center Board Room. Quorum is present.
2. Kay McPherson leads the Invocation.
3. The Honorable Vern Lyssy leads in the Pledges of Allegiance.
4. No Public Comment / General Discussion.
5. **Consent Agenda**
 - a. Approval of minutes of previous meeting(s).
 - December 19, 2024
 - b. Medical Staff Credentials Committee Report for January 2025.
 - Approval of current List of Providers with RadPartners (reappointment included).
 - Approval of Initial Appointment to the Medical Staff with Provisional Status.
 - 1) Helen Rhodes, M.D. – Active / Obstetrics & Gynecology
 - 2) Richard Lorenz, D.O. – Courtesy / Emergency Medicine
 - 3) Leslie Poer, M.D. – Courtesy / Emergency Medicine
 - 4) Zain Wahab, M.D. – Courtesy / Emergency Medicine
 - Approval of Reappointment to the Medical Staff.
 - 1) Marcelina Rupley, M.D. – Active / Pediatrics
 - 2) Yong Du, M.D. – Courtesy / Nephrology
 - Approval of Reappointment to the Allied Health Professional Staff.
 - 1) Tasha Norman, NP – Supervised by Joseph Jenkins, D.O.

- Approval of Extension of Privileges until February 26, 2025.
 - 1) Bernard Gerber, M.D.
 - 2) Peter Lam, M.D.
 - 3) Harold Campbell, MD
 - 4) Gilbert Rodriguez, MD
 - 5) Suzanne Ashley, NP
- c. **Finance (Reviewed and recommended for approval by the Finance Committee – Accept as noted on day of meeting)**
 - 1) Approval of December Disbursements (Check Register).
 - 2) Approval of December Payroll.
 - 3) Approval of the proposed 6th Amendment to Physician Employment Agreement with DMN for William Crowley, III, D.O.
 - 4) Approval of the proposed Nuclear Medicine Service Contract renewal.
- d. Jack Wu is the Board Representative for the Commissioner's Court meeting to be held Wednesday, February 5, 2025 at 10:00 a.m., at the Courthouse.
- e. Jack Wu is the Board Representative for the next Medical Staff meeting to be held Monday, February 10, 2025 at 12:30 p.m., in the Community Room.

Mr. Jessie Rodriguez, III makes a motion, seconded by Mr. Reynaldo Tuazon to approve the Consent Agenda, with the exception of 5c4. This is pulled for further discussion by the full board. All Board members present unanimously voting "aye", motion carries.

ADMINISTRATIVE REPORTS:

6. Chief Executive Officer Report – Erin Clevenger, BSN, RN

Ms. Clevenger presents highlights on key issues.

Facility Updates:

- **75th Anniversary Celebration:** Memorial Medical Center celebrating 75th year of operation. We will be spotlighting that throughout 2025 and we are planning an event to be held in the evening on April 2, 2025.
- **Arctic Blast:** Memorial Medical Center fared well facility wise through the winter storm during the week of January 20th. We had one power flash, with generator functioning appropriately. Some of our departments implemented delayed start times on 1/21 and 1/22, and many patients cancelled or rescheduled their appointments. Unfortunately, this will affect January volumes in some areas.
- **Security System Install:** The Nitor Verkada Security System install will be complete on Monday, January 27th.
- **Department Relocations:** The gift shop relocation has been completed and they are back in service. The relocation of Patient Financial Services and Patient registration has a target completion date of February 7th.

Financial Responsibility:

- **Charge Pricing Adjustment:** We completed a Market Based Pricing Review with our Chargemaster review company (Para/CorroHealth) and have implemented the agreed upon pricing changes. This review compared MMC's charges to our peers for Room Rates, Pharmacy, Supplies, Operating Room, Anesthesia and Recovery and shows us the average charge of our peer hospitals. The pricing changes could represent a 5.4% gross revenue increase while keeping us at our under the peer market average.
- **UC DY14 Advance Payment:** We will be making an IGT payment for the Uncompensated Care (UC) Demonstration Year 14 Advance Payment with a settlement date of February 4,

2025. MMC will IGT \$155,114.90 and we will receive our UC advance payment in the amount of \$387,787.245 on February 19th. (net \$232,672.34).

- **HARP:** We made an IGT of \$9,063.24 on January 10, 2025 and will receive a HARP payment of \$22,659.10 on January 24th (net \$13,594.86). The Hospital Augmented Reimbursement Program (HARP) is a statewide supplemental program providing Medicaid payments to hospitals for inpatient and outpatient services that serve Texas Medicaid fee-for-service (FFS) patients. The program serves as a financial transition for providers historically participating in the Delivery System Reform Incentive Payment (DSRIP) program. HARP will provide additional funding to hospitals to assist in offsetting the cost hospitals incur while providing Medicaid services.

EAT Committee & Hospital Employee Activities:

- **Weight Loss Challenge:** The EAT Committee January activity is the Weight Loss Challenge. Brave employees weigh in and the highest percentage of body weight after 12 weeks wins a prize.

Community Outreach:

- **The Travis 8th Grade Student Site Visit:** The Travis Middle School 8th grade students visited Memorial Medical Center on January 9th. Various department directors spoke to the students and they were able to tour the facility as an intro to the students and they were able to tour the facility as an intro to the healthcare industry.

Agenda Items

- Items listed for discussion.

7a. Financial Report – Steve Brock, CFO

Mr. Brock presents December financials. Mr. Brock points out the highlights.

Executive Summary: Lots of green arrows. Almost exactly gross revenue.

- Swing Bed Days was 29 in December. There was 90 SB days in November.
- Total Surgery Cases was 53 in December with 56 in November.
- Everything else increased.

December Financial Highlights:

- Mr. Brock reports Charity write-offs were \$1.9 million. Some of this came out of bad debt, so it just transferred from one expense to another.
- We have been trying to clean up accounts, as there were some things that the previous controller did not do and instead waited for the auditors to calculate during the audit. The first of these was DSH expenses and revenue. After researching it, we found \$1.9 million of revenue that should have been posted last summer.
- We are also working with the auditors to clean up all of the nursing home accounts. This was prompted by losing the Cantex facility partnership. There are receivable, payable & A/R accounts to clear.
- Supplies expenses were up. End of year inventory adjustments were posted. This was the first time in a couple of years they have been posted. Pharmacy's inventory was valued at \$1.5 million in the G/L & they only had \$500,000 on the shelf. Doing monthly now. In 2019, general entry was not done.
- Cash collected on patient accounts was \$2,576, 347.
- Days Cash on Hand – 89.97 days
- Net A/R - \$5,279,792 = 34.2 days
- Accounts Receivable Balances
 - Hospital - \$14,645,296
 - Clinic - \$489,291
 - Total - \$15,1 million

Operating Statement

➤ **Total Patient Revenue:**

- \$6,486,044

- **Total Revenue Deductions:**
 - (\$3,860,507)
 - **Other Revenue:**
 - \$98,884
 - **Net Revenue:**
 - \$2,724,421
 - **Operating Expense:**
 - Supplies - \$659,800
 - Total Operating Expenses \$3,102,686
 - Net Operating Expenses (\$378,265)
 - **Non-Operating – Revenue/Expense**
 - Total Operating (\$424,847)
 - **Nursing Home**
 - \$54,944
 - **Net Loss**
 - \$369,902
 - YTD Loss (\$2,479,805)
- Balance Sheet:**
Accounts Receivable
- Patient Accounts Receivable - \$11,700,762
 - Allowance for Doubtful Accounts – (\$1,024,120)

Mrs. McPherson commented on HEB costs.

Mr. Brock comments he will follow up tomorrow.

Mr. Stephen Mutchler makes a motion, seconded by Mr. Tuazon to approve the financials for December. After a brief discussion, all Board members present unanimously voting “aye”, motion carries.

- 7b. Mr. Brock presents the County Indigent Report for report only. No payments in December. One active patient. Mr. Brock mentions Year To Date patient savings of \$85,927.28 for Calhoun County Pharmacy Assistance Program.

Mrs. McPherson comments on the astringent requirements by county.

Judge Lyssy comments \$600,000 is budgeted for the Indigent program. Had to put restraints due to too many on program who were not county patients. There was no check and balance. Incompetent people.

Mrs. McPherson comments there was no check and balance with past employees. If becomes a hospital district we need to manage better. Must be able to show we can handle hospital appropriately.

- 7c. Mr. Brock presents the Cash Flow Projection for January 2025 through July 2025. Beginning balance \$7,803,105. QIPP Year 8 Quarterly Payments – March 2025 \$1,293,507 and May \$957,890. Cash on hand in July \$2,723,678. Think will be better than \$2.7 million.

8. Dianne Atkinson presents the CNO/Clinical Services Administrator Report.
Hospital Clinical Updates:
Lab CLIA Inspection – The hospital had their CLIA Inspection January 7th – 8th. The CLIA Survey is performed by Texas Department of Health and Human Services CLIA Inspectors. We are still waiting on the final report, but overall went very well. The Surveyors did complement our Lab Director on organization and having everything ready. We will have some minor citations and have already began the corrective action plans on those findings.
INEOS Cyanide Drill – A cyanide drill was held in partnership with INEOS on Thursday, January 23rd. They forgot to let us know.
Influenza – Flu activity in Texas and our region remains High. ER very busy. 40 per day.
9. Marissa Almanzar presents the Clinic Reports for report only.
December Summary
➤ **Key Measures**
 - Presents financial performance
 - Presents Clinic Visits/Volume by provider – Doing well. Staying consistent.
 - Main Street Financials – Did not receive report.➤ **Clinic updates**
 - Cash Price / Self-Pay Patient Discounts – Did not have anything to do with Lab and Injection pricing. Self-Pay Waiver must be signed.
 - OB/GYN Coverage – Still pending contract with Dr. Schultz. Need to finalize. Thankful for Dr. Crowley. Dr. Rhodes working as locum.

FINANCIALS:

OTHER:

10. Ms. Clevenger reports a brief update on Grants. Need more grants.
11. Report on Roof/HVAC project. Ms. Clevenger reports Anne Marie Odefey working on laydown yard contract with Methodist Church.

Judge Lyssy reports approval of oversight for project.
12. Ms. Clevenger presents an update on the hospital district petition. Received all signatures. Presented to County Clerk and Commissioners Court. 3% Certified 380 signatures were needed. Collected 499 signatures. 22 not acceptable. 477 were eligible.

Judge Lyssy reports it is on agenda for next week.

Mrs. Odefey comments on date of election, April 12th. Questions have been brought up on why this date? Not uniform election date. One polling place. All at courthouse. It is like the school district election. May need to add to list of questions and answers. Need to educate community.

Ms. Clevenger shares the website for hospital district: Healthycalhouncounty.org
13. At 5:29 p.m., Mr. Franklin announces the Board of Managers would meet in a Closed Meeting to discuss

- a. Section 551.085(a)(1) authorizes closed meeting to discuss financial planning information relating to a bid or negotiation for the arrangement or provision of services or product lines to another person if disclosure of the information would give advantage to competitors of the hospital, hospital district, or nonprofit health maintenance organization.
- b. Texas Government Code §551.071(2), authorizes closed meeting for the purpose of conducting a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

14. The chairman reopens the meeting at 5:59 p.m.

Mr. Mutchler makes a motion, seconded by Mrs. McPherson to allow Erin Clevenger to negotiate contract with Dr. Jerry Followwill. After a brief discussion, all Board members present unanimously voting "aye", motion carries.

Mr. Franklins moves to item 5c4 of the Consent Agenda.

5c4) Ms. Clevenger presents the proposed Nuclear Medicine Services Contract renewal with Siemens Healthineers. Mr. Brock has HealthSure with service agreement too. Recommends the board to authorize the senior leaders to choose which is the better service contract.

Mr. Franklin makes a motion, seconded by Mr. Mutchler to authorize senior leaders to choose the better Nuclear Medicine Services Contract. No further discussion, all Board members present unanimously voting "aye", motion carries.

15. No further discussions. The meeting adjourns at 6:01 p.m.

Secretary of the Board

**MEMORIAL MEDICAL CENTER
MEDICAL STAFF MEETINGS
IN PERSON / TELECONFERENCE
FEBRUARY 2025**

**SUMMARY OF THE MEDICAL EXECUTIVE COMMITTEE / CREDENTIALS
COMMITTEE MEETING HELD ON FEBRUARY 3, 2025:**

CREDENTIALS COMMITTEE APPROVALS:

- A. Approval of the current List of Providers with RadPartners (reappointments included).
- B. Approval of Schedule 1 – RadPartners.
 - 1) Anahid Pahlawanian, D.O. – Consulting / Tele Radiology
- C. Approval of Reappointment to the Medical Staff.
 - 1) Kourosh Kahkeshani, D.O. – Consulting / Tele Neurology
 - 2) Gerhard Wittich, M.D. – Consulting / Tele Radiology & Radiology (on-site)
 - 3) Harold Campbell, M.D. – Courtesy / Emergency Medicine
 - 4) Gilbert Rodriguez, M.D. – Courtesy / Emergency Medicine
- D. Approval of the Extension of Privileges of the following provider until March 26, 2025.
 - 1) Bernard Gerber, M.D.
 - 2) Peter Lam, M.D.
 - 3) Thao Truong, M.D.

NEW BUSINESS: None

CNO/CLINICAL SERVICES REPORT: (Same as Medical Staff Meeting)

CEO REPORT: (Same as Medical Staff Meeting)

CLOSED SESSION: None

**THE FOLLOWING AGENDA REPORTS WERE PRESENTED AND DISCUSSED AT
THE MEDICAL STAFF MEETING HELD ON FEBRUARY 10, 2025:**

OLD BUSINESS: None

NEW BUSINESS:

- A. Erin Clevenger presents the Quality Council Report. The Quality Council met on

February 5, 2025. After review and discussion, the Medical Staff approved the Quality Council Report along with the Pharmacy and Therapeutics Report. Will forward to the Board for final approval.

CNO/CLINICAL SERVICES REPORT: Dianne Atkinson, RN

Dianne Atkinson reported the following: We had a drill on Cyanide with Ineos. They forgot to let us know but it went well. The Lab had their CLIA inspection on January 7-8. Had a few minor deficiencies. Working on completing. The flu is terrible. High numbers.

CEO REPORT: Erin Clevenger, BSN, RN

Erin Clevenger reported the following: Financials – End of 2024 not good. Had a loss of \$2.4 million for the year. Contractual adjustment and \$7.5 million Uncompensated Care / Charity a big reason. Operations were good. Inventory adjustments. Hospital District Petition was turned in and accepted by Commissioner's Court. Wednesday, February 19th is a Public Hearing for community. Date of Election is proposed for May 3, 2025. Construction in hospital ongoing. Gift shop moved. PFS moving next week. Registration will be in the front of the hospital. Cardiopulmonary to move by Emergency Room (old PFS). Installation of new Security System is being done. All physicians to receive a badge with chip.

ROUNDTOP DISCUSSION: None

OTHER BUSINESS: None

CLOSED SESSION: None

Respectfully submitted,
Pam Fikac
Executive Assistant
Credentialing Coordinator

MEMORIAL MEDICAL CENTER
CHECK REGISTER: 12-01-24 THRU 12-31-2024

BANK CODE	CK #	DATE	AMOUNT	PAYEE	NOTES
A/P	207160	1/15/2025	1,194.00	3WON, LLC	CREDENTIALING
A/P	207267	1/22/2025	1,083.77	ACE HARDWARE 15521	VARIOUS DEPT EXPENSES
A/P	207161	1/15/2025	1,400.00	ACUTE CARE INC	RFID FEE
A/P	207343	1/29/2025	585.23	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	207089	1/8/2025	2,580.41	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	207268	1/22/2025	4,317.34	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	207090	1/8/2025	510.40	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES
A/P	207344	1/29/2025	608.73	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES
A/P	207162	1/15/2025	3,287.55	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES
A/P	207269	1/22/2025	4,478.13	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES/SUPPLIES
A/P	207163	1/15/2025	155.00	AMERICAN PROFICIENCY INSTITUTE	LAB TESTING SUPPLIES
A/P	550663	1/10/2025	104.56	AMERISOURCE	340B EXPENSE
A/P	550659	1/3/2025	176.06	AMERISOURCE	340B EXPENSE
A/P	550555	1/17/2025	2,655.76	AMERISOURCE	340B EXPENSE
A/P	550557	1/24/2025	3,019.58	AMERISOURCE	340B EXPENSE
A/P	550558	1/31/2025	4,133.48	AMERISOURCE	340B EXPENSE
A/P	207164	1/15/2025	592.25	AMERISOURCEBERGEN DRUG CORP	PHARMACY INVENTORY
A/P	207091	1/8/2025	750.00	AMERITEX ELEVATOR SERVICES INC	MONTHLY ELEVATOR MAINTENANCE
A/P	207345	1/29/2025	15.00		PT REFUND
A/P	207165	1/15/2025	42.00	ANNOUNCEMENTS PLUS TOO AGAIN	PRINTING/ COPIES
A/P	207270	1/22/2025	48.50	AQUA BEVERAGE COMPANY	WATER
A/P	207257	1/17/2025	500.00		PT REFUND
A/P	901506	1/2/2025	27.00	AUTHNET GATEWAY	3rd PARTY PAYOR FEE
A/P	207092	1/8/2025	3,955.83	AUTHORITYRX, LLC	340B EXPENSE
A/P	207346	1/29/2025	6,592.11	AUTHORITYRX, LLC	340B EXPENSE
A/P	207271	1/22/2025	8,000.00	AVENO NETWORKS	Monthly Support Jan '25 & Dec '24
A/P	207166	1/15/2025	14,162.00	AVENO NETWORKS	UPS, Rack & Equip
A/P	207167	1/15/2025	712.80	AZALEA HEALTH	EHR PROCESSING FEES
A/P	207258	1/17/2025	106.91		PT REFUND
A/P	207168	1/15/2025	631.20	BAXTER HEALTHCARE	MEDICAL/NURSING SUPPLIES
A/P	207347	1/29/2025	3,702.60	BAXTER HEALTHCARE	MEDICAL/NURSING SUPPLIES
A/P	207169	1/15/2025	1,170.32	BAYER HEALTHCARE	MEDICAL/CT SUPPLIES
A/P	207093	1/8/2025	1,462.90	BAYER HEALTHCARE	MEDICAL/CT SUPPLIES
A/P	207094	1/8/2025	7,179.59	BECKMAN COULTER INC	LABORATORY SUPPLIES
A/P	207272	1/22/2025	7,669.79	BECKMAN COULTER INC	LABORATORY SUPPLIES
A/P	207348	1/29/2025	14,478.26	BECKMAN COULTER INC	LABORATORY SUPPLIES
A/P	207170	1/15/2025	496.50	BECTON, DICKINSON & CO (BD)	SURGICAL SUPPLIES
A/P	207349	1/29/2025	597.00	BEEKLEY CORPORATION	RADIOLOGY SUPPLIES
A/P	207350	1/29/2025	1,940.50	BEYER MECHANICAL LTD	THERMOSTAT
A/P	207171	1/15/2025	2,482.12	BIO-RAD LABORATORIES, INC	DIAGNOSTIC SUPPLIES
A/P	207095	1/8/2025	6,870.00	BIO-RAD LABORATORIES, INC	DIAGNOSTIC SUPPLIES
A/P	207351	1/29/2025	14.00		PT REFUND
A/P	207273	1/22/2025	5,897.07	BRIGHTLY SOFTWARE INC.	PLANT OPS WORK ORDER SOFTWARE
A/P	207352	1/29/2025	19.11		PT REFUND
A/P	207274	1/22/2025	3,783.00	C KITCHEN	HANDICAP HAND SINK AND PARTS
A/P	207275	1/22/2025	41.00	CABLES AND SENSORS	MEDICAL SUPPLIES
A/P	207172	1/15/2025	25.55	CALHOUN COUNTY	FUEL
A/P	207276	1/22/2025	34,970.96	CALHOUN COUNTY	ELECTRICITY
A/P	207277	1/22/2025	709.24	CAPITAL ONE	VARIOUS DEPT EXPENSES
A/P	207173	1/15/2025	597.46	CARDINAL HEALTH 414, INC.	MEDICAL SUPPLIES
A/P	207096	1/8/2025	173.65	CAREFUSION SOLUTIONS, LLC	SURGICAL INVENTORY
A/P	207174	1/15/2025	1,790.00	CAREFUSION SOLUTIONS, LLC	SURGICAL INVENTORY
A/P	207353	1/29/2025	1,790.00	CAREFUSION SOLUTIONS, LLC	SURGICAL INVENTORY
A/P	207097	1/8/2025	378.82	CARESFIELD	MEDICAL SUPPLIES
A/P	207175	1/15/2025	391.57	CARESFIELD	MEDICAL SUPPLIES
A/P	207354	1/29/2025	40.00		PT REFUND
A/P	207098	1/8/2025	12,830.00	CARRIER CORPORATION	CHILLER LEASE
A/P	207355	1/29/2025	120.00		PT REFUND
A/P	207356	1/29/2025	1,011.67	CDW GOVERNMENT, INC.	IT SUPPLIES / EQUIPMENT
A/P	207278	1/22/2025	1,650.00	CERVEY, LLC	LICENSE FEE
A/P	207357	1/29/2025	593.69	CHEMAQUA	WATER TREATMENT
A/P	207279	1/22/2025	53,111.57	CITIZENS MEDICAL CENTER	ANESTHESIA SERVICES
A/P	207099	1/8/2025	8,521.49	CITY OF PORT LAVACA	UTILITIES - WATER
A/P	207176	1/15/2025	20.50	CLEARFLY	TELEPHONE
A/P	207100	1/8/2025	49.00	CLINICAL PATHOLOGY LABS	LABORATORY SERVICES
A/P	207177	1/15/2025	33,946.77	CLINICAL PATHOLOGY LABS	LABORATORY SERVICES
A/P	207358	1/29/2025	8,535.96	COASTAL OFFICE SOLUTIONS	50% DEPOSIT ON PT BAORDS QUOTE
A/P	207280	1/22/2025	28,774.13	COASTAL OFFICE SOLUTIONS	50 % DEPOSIT ON ICU RECEPTION FURNITURE QUOTE

A/P	207178	1/15/2025	255.00	COASTAL REFRIGERATION	PURCHASED SERVICES
A/P	207359	1/29/2025	557.47	COCA COLA SOUTHWEST BEVERAGES	BEVERAGES
A/P	207179	1/15/2025	501.72	COMBINED INSURANCE	PAYROLL DEDUCT
A/P	207360	1/29/2025	5,332.46	COMPUGROUP MEDICAL - EMDS INC.	HOSTING SERVICES - CLINIC
A/P	207281	1/22/2025	120.00	CONMED CORPORATION	SURGICAL SUPPLIES
A/P	207282	1/22/2025	140.06	COOPER SURGICAL INC	SURGICAL SUPPLIES
A/P	207283	1/22/2025	1,480.90	CORROHEALTH, INC.	CODING SERVICES
A/P	207180	1/15/2025	2,557.65	CORROHEALTH, INC.	CODING SERVICES
A/P	207181	1/15/2025	888.00	COURTNE THURLKILL	EMPLOYEE REIMBURSEMENT
A/P	207182	1/15/2025	496.50	COVIDIEN SALES LLC	MEDICAL / SURGICAL SUPPLIES
A/P	207084	1/3/2025	12,380.00	CROSS COUNTRY STAFFING	AGENCY STAFFING NURSE
A/P	207284	1/22/2025	16,880.00	CROSS COUNTRY STAFFING	AGENCY STAFFING NURSE
A/P	207285	1/22/2025	35,370.83	CULINARY CONCESSIONS LLC	DIETARY SERVICES
A/P	207286	1/22/2025	684.65	CULLIGAN ULTRAPURE INC.	WATER
A/P	207287	1/22/2025	428.97	CYRACOM LLC	INTERPRETATION SERVICES
A/P	207288	1/22/2025	3,400.00	DA&E	CAH MEDICARE REIMBURSEMENT
A/P	207361	1/29/2025	11.00		PT REFUND
A/P	207362	1/29/2025	15.00		PT REFUND
A/P	207259	1/17/2025	100.00		PT REFUND
A/P	207260	1/17/2025	158.80		PT REFUND
A/P	207363	1/29/2025	11.49		PT REFUND
A/P	207289	1/22/2025	598.75	DETAR HOSPITAL	LABORATORY SERVICES
A/P	207183	1/15/2025	102.54	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	207364	1/29/2025	607.22	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	207101	1/8/2025	694.13	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	207290	1/22/2025	3,473.77	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	207291	1/22/2025	50,546.19	DIAMOND HEALTHCARE CORP	PURCHASED SERVICES-BEHAVIORAL HEALTH
A/P	207365	1/29/2025	489.85	DIRECTV ENTERTAINMENT HOLDINGS	TELEVISION SERVICES
A/P	207292	1/22/2025	43,372.69	DISCOVERY MEDICAL NETWORK INC	PHYSICIAN SERVICES
A/P	207366	1/29/2025	80,455.52	DISCOVERY MEDICAL NETWORK INC	PHYSICIAN SERVICES
A/P	207102	1/8/2025	610.00	DOWELL PEST CONTROL	PEST CONTROL
A/P	207367	1/29/2025	1,500.00	DR JOHN CLINTON	OB SERVICES
A/P	207368	1/29/2025	1,500.00	DR. TIMU KWI	OB SERVICES
A/P	207369	1/29/2025	468.95	ECLINICAL WORKS LLC	EMR
A/P	207293	1/22/2025	231.38	ECOLAB	DIETARY RENTAL FEES - DISHWASHER
A/P	207103	1/8/2025	300.00	ECOLAB	DIETARY RENTAL FEES - DISHWASHER
A/P	207294	1/22/2025	345.50	EITAN GROUP NORTH AMERICA, INC	INFUSION SUPPLIES
A/P	207104	1/8/2025	40,062.50	EMERGENCY STAFFING SOLUTIONS	PHYSICIAN SERVICES
A/P	207295	1/22/2025	40,062.50	EMERGENCY STAFFING SOLUTIONS	PHYSICIAN SERVICES
A/P	207296	1/22/2025	10.99	EQUIFAX WORKFORCE SOLUTIONS	SERV FEE ANCILLARY
A/P	207184	1/15/2025	3,173.03	ERBE USA INC SURGICAL SYSTEMS	SURGICAL SUPPLIES
A/P	207370	1/29/2025	13.73		PT REFUND
A/P	207105	1/8/2025	58.43	EVERON	PLANT OPS SERVICES
A/P	800570	1/31/2025	570.69	EXPERTPAY	CHILD SUPPORT
A/P	800644	1/3/2025	570.69	EXPERTPAY	CHILD SUPPORT
A/P	800567	1/17/2025	570.69	EXPERTPAY	CHILD SUPPORT PAYMENT
A/P	207185	1/15/2025	1,690.00	FASTHEALTH CORPORATION	WEBSITE
A/P	901518	1/6/2025	32.45	FDMS	CC MACHINE LEASE
A/P	901534	1/15/2025	40.03	FDMS	CC MACHINE LEASE
A/P	901517	1/6/2025	45.64	FDMS	CC MACHINE LEASE
A/P	901532	1/15/2025	45.64	FDMS	CC MACHINE LEASE
A/P	901519	1/6/2025	75.67	FDMS	CC MACHINE LEASE
A/P	901533	1/15/2025	80.06	FDMS	CC MACHINE LEASE
A/P	901535	1/15/2025	120.09	FDMS	CC MACHINE LEASE
A/P	901516	1/6/2025	181.77	FDMS	CC MACHINE LEASE
A/P	207297	1/22/2025	601.82	FEDERAL EXPRESS CORP.	FREIGHT
A/P	207371	1/29/2025	25.00		PT REFUND
A/P	207186	1/15/2025	27,447.14	FIRETRON, INC	UNDERGROUN TUNNELING/PIP REPLACEMENT UNDER BUILDING
A/P	207106	1/8/2025	10,070.87	FIRST INSURANCE FUNDING	HOSPITAL INSURANCE
A/P	207265	1/17/2025	10,070.87	FIRST INSURANCE FUNDING	HOSPITAL INSURANCE
A/P	207298	1/22/2025	2,116.81	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	207108	1/8/2025	3,884.50	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	207188	1/15/2025	4,085.22	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	207374	1/29/2025	35,149.29	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	207299	1/22/2025	18,112.50	FORVIS	AUDITING FEES
A/P	207189	1/15/2025	96.40	FRONTIER	TELEPHONE
A/P	207375	1/29/2025	1,263.01	FRONTIER	TELEPHONE
A/P	207109	1/8/2025	7,908.33	FUJI FILM	VERTEX
A/P	207190	1/15/2025	1,764.19	FUSION CONNECT	PHONE SERVICE
A/P	207110	1/8/2025	3,320.00	FUSION MEDICAL STAFFING, LLC	AGENCY STAFFING
A/P	207376	1/29/2025	3,320.00	FUSION MEDICAL STAFFING, LLC	AGENCY STAFFING

A/P	207300	1/22/2025	5,312.00	FUSION MEDICAL STAFFING, LLC	AGENCY STAFFING
A/P	207111	1/8/2025	4,741.49	GBS ADMINISTRATORS, INC	EMPLOYEE INSURANCE
A/P	207112	1/8/2025	10,144.50	GE HEALTHCARE	EQUIP LEASE & MED SUPPLIES
A/P	207301	1/22/2025	61.67	GE PRECISION HEALTHCARE, LLC	EQUIP LEASE & MED SUPPLIES
A/P	207377	1/29/2025	12,041.35	GE PRECISION HEALTHCARE, LLC	EQUIP LEASE & MED SUPPLIES
A/P	207378	1/29/2025	96.51		PT REFUND
A/P	207379	1/29/2025	65.43	GETINGE USA SALES LLC	SURGICAL SUPPLIES
A/P	207113	1/8/2025	131.30	GETINGE USA SALES LLC	SURGICAL SUPPLIES
A/P	207114	1/8/2025	1,257.29	GRACE FLOORING AND GLASS	FLOOR INSTALL
A/P	207380	1/29/2025	13.51		PT REFUND
A/P	207381	1/29/2025	32.30		PT REFUND
A/P	207382	1/29/2025	175.11	GRAINGER	PLANT SERVICES SUPPLIES
A/P	207191	1/15/2025	400.03	GRAINGER	PLANT SERVICES SUPPLIES
A/P	207302	1/22/2025	1,220.34	GRAINGER	PLANT SERVICES SUPPLIES
A/P	207303	1/22/2025	10,470.17	GREAT AMERICA FINANCIAL SVCS	COPIER LEASE
A/P	207304	1/22/2025	200.00	GULF BEND CENTER	MHFA TRAINING
A/P	207192	1/15/2025	50.00	GULF COAST DELIVERY	REPORTS/ SLIDES
A/P	207193	1/15/2025	936.56	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES
A/P	207383	1/29/2025	1,122.22	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES
A/P	207115	1/8/2025	1,193.58	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES
A/P	207305	1/22/2025	1,282.91	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES
A/P	207194	1/15/2025	285.60	HAMILTON MEDICAL, INC.	SUPPLIES
A/P	901507	1/2/2025	60.36	HARLANDE CLARKE	DEPOSIT SLIP BOOK ORDER
A/P	207195	1/15/2025	3,400.00	HEALTH SOLUTIONS DIETETICS	DIETARY SERVICES
A/P	800566	1/17/2025	1,077.00	HEALTH EQUITY INC	EMPLOYEE INSURANCE
A/P	800643	1/3/2025	1,077.00	HEALTH EQUITY INC	FSA/HAS PAYROLL DEDUCTIONS
A/P	207116	1/8/2025	55,463.66	HEALTHSURE INSURANCE SERVICES	INSURANCE
A/P	207384	1/29/2025	706.75	HEB CREDIT RECEIVABLES DEPT308	FOOD SUPPLIES
A/P	207196	1/15/2025	33.63	HENRY SCHEIN INC.	MEDICAL SUPPLIES
A/P	207197	1/15/2025	573.53	HEWLETT-PACKARD	RENTAL/DOCUMENTATION FEE
A/P	207385	1/29/2025	573.53	HEWLETT-PACKARD	RENTAL/DOCUMENTATION FEE
A/P	207117	1/8/2025	23,663.00	HOSPITAL CARE CONSULTANTS INC.	PHYSICIAN SERVICES
A/P	207306	1/22/2025	23,663.00	HOSPITAL CARE CONSULTANTS INC.	PHYSICIAN SERVICES
A/P	800646	1/2/2025	1,922.42	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800648	1/2/2025	30,059.31	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800571	1/29/2025	36,790.75	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800647	1/2/2025	38,937.67	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800649	1/2/2025	79,943.81	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800645	1/2/2025	125,636.53	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800569	1/23/2025	83,801.40	HPHG LLC- CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800653	1/6/2025	76,640.27	HPHG LLC PREMIUM	HEALTH INSURANCE PREMIUM PAYMENTS/90 DEGREES
A/P	207386	1/29/2025	52.52	HUMANA	REFUND
A/P	207198	1/15/2025	102.18	HUMANA	REFUND
A/P	207307	1/22/2025	14,837.38	HUNTER PHARMACY SERVICES	PAYROLL
A/P	207199	1/15/2025	225.00	INJOY HEALTH EDUCATION	OB SUPPLIES
A/P	207387	1/29/2025	450.00	INQUIREE, LLC	CLINIC PURCHASED SERVICES
A/P	207200	1/15/2025	310.00	INRAD	NEEDLES
A/P	207308	1/22/2025	1,728.20	IRON MOUNTAIN	SHREDDING
A/P	800568	1/21/2025	111,734.94	IRS USATAXPYMT	PAYROLL TAXES
A/P	800564	1/6/2025	115,097.42	IRS USATAXPYMT	PAYROLL TAXES
A/P	207388	1/29/2025	40.00		PT REFUND
A/P	207201	1/15/2025	41,685.69	ITA RESOURCES INC	RESPIRATORY PROF FEES
A/P	207309	1/22/2025	1,450.00	ITERSOURCE CORPORATION	MONTHLY SUPPORT
A/P	207389	1/29/2025	9,357.82	ITERSOURCE CORPORATION	MONTHLY SUPPORT
A/P	207202	1/15/2025	7,412.00	JAMES TELECO	IT SERVICES- LABOR, PART, EQUIPMENT
A/P	207390	1/29/2025	15.00		PT REFUND
A/P	207203	1/15/2025	9,225.00	JINDAL X LLC	REVENUE CYCLE MANAGEMENT
A/P	207310	1/22/2025	217.40		PT REFUND
A/P	207391	1/29/2025	4,500.00	JOHN B WRIGHT LLC	PHYSICIAN SERVICES - PEDIATRIC
A/P	207392	1/29/2025	55.84		PT REFUND
A/P	207266	1/17/2025	56.82		PT REFUND
A/P	207261	1/17/2025	82.24		PT REFUND
A/P	207393	1/29/2025	20.00		PT REFUND
A/P	207118	1/8/2025	1,553.00	KEEP-U-NEAT CLEANERS	DRY CLEANING
A/P	207394	1/29/2025	13.48		PT REFUND
A/P	207395	1/29/2025	73.34		PT REFUND
A/P	207396	1/29/2025	19.11		PT REFUND
A/P	207119	1/8/2025	535.60	LEGAL SHIELD	PAYROLL DEDUCT
A/P	207397	1/29/2025	40.00		PT REFUND
A/P	207398	1/29/2025	7,000.00	LOPEZ TREE SERVICE	TREE REMOVAL AND TRIMMING SERVICES
A/P	207399	1/29/2025	1,467.75	LOWE'S BUSINESS ACCT/SYNCR	MISCELLANEOUS SUPPLIES

A/P	207204	1/15/2025	895.00	M G TRUST	PAYROLL DEDUCT
A/P	207311	1/22/2025	895.00	M G TRUST	PAYROLL DEDUCT
A/P	207205	1/15/2025	95.33	M.C. JOHNSON COMPANY INC	MEDICAL SUPPLIES
A/P	207120	1/8/2025	515.00	MANAGED CARE PARTNERS INC.	PROFESSIONAL FEES
A/P	207400	1/29/2025	515.00	MANAGED CARE PARTNERS INC.	PROFESSIONAL FEES
A/P	207121	1/8/2025	91.08	MATTHEW BENDER & CO.,INC.	PHARM LAW BOOK
A/P	550662	1/7/2025	1,121.14	MCKESSON	340 B EXPENSE
A/P	550554	1/14/2025	1,449.41	MCKESSON	340 B EXPENSE
A/P	550559	1/28/2025	3,682.08	MCKESSON	340 B EXPENSE
A/P	550556	1/21/2025	4,621.67	MCKESSON	340 B EXPENSE
A/P	207122	1/8/2025	188.15	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	207401	1/29/2025	1,284.22	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	207206	1/15/2025	1,547.24	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	207312	1/22/2025	4,862.25	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	207123	1/8/2025	1,638.00	MEDICAL AIR SERVICES ASSOC.	PAYROLL DEDUCT
A/P	207208	1/15/2025	81.69	MEDICAL DATA SYSTEMS, INC.	BUSINESS SERVICES
A/P	207313	1/22/2025	98.25	MEDICAL DATA SYSTEMS, INC.	BUSINESS SERVICES
A/P	207402	1/29/2025	1,071.66	MEDICAL TECHNOLOGY ASSOCIATES	PLANT SERVICES-MED EQUIP MAINT
A/P	207209	1/15/2025	1,720.08	MEDICAL TECHNOLOGY ASSOCIATES	PLANT SERVICES-MED EQUIP MAINT
A/P	207207	1/15/2025	182.20	MEDI-DOSE, INC	PHARMACY SUPPLIES
A/P	207125	1/8/2025	8,136.37	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	207316	1/22/2025	10,721.24	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	207212	1/15/2025	11,380.89	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	207403	1/29/2025	18,211.47	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	207213	1/15/2025	35.00	MEMORIAL MEDICAL CLINIC	PAYROLL DEDUCTIONS
A/P	207317	1/22/2025	245.00	MEMORIAL MEDICAL CLINIC	PAYROLL DEDUCTIONS
A/P	207214	1/15/2025	35.95	MERCEDES SCIENTIFIC	LABORATORY SUPPLIES
A/P	901500	1/3/2025	9.95	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901503	1/3/2025	118.95	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901501	1/3/2025	134.93	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901504	1/3/2025	168.55	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901502	1/3/2025	270.04	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	207215	1/15/2025	136.20	METTLER-TOLEDO RAININ, LLC	LABORATORY SUPPLIES
A/P	207126	1/8/2025	308.93	MMC AUXILIARY GIFT SHOP	PAYROLL DEDUCT
A/P	207318	1/22/2025	416.76	MMC AUXILIARY GIFT SHOP	PAYROLL DEDUCT
A/P	207127	1/8/2025	1,086.25	MMC EMPLOYEES ACTIVITIES TEAM	PAYROLL DEDUCTIONS
A/P	207407	1/29/2025	12,450.07	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	207129	1/8/2025	56,305.68	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	207220	1/15/2025	64,349.35	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	207130	1/8/2025	25,024.12	MUTUAL OF OMAHA	EMPLOYEE INSURANCE
A/P	207221	1/15/2025	150.97	NACOGDOCHES TRANSCRIPTION	TRANSCRIPTION
A/P	207408	1/29/2025	17.11		PT REFUND
A/P	207131	1/8/2025	2,660.54	NATIONAL FARM LIFE INSURANCE	PAYROLL DEDUCT INSURANCE
A/P	207409	1/29/2025	5,321.08	NATIONAL FARM LIFE INSURANCE	PAYROLL DEDUCT INSURANCE
A/P	207132	1/8/2025	895.00	NATIONAL RECALL ALERT CENTER	MEMBERSHIP
A/P	207319	1/22/2025	14.50	NAZARIO HERNANDEZ	EMPLOYEE REIMBURSEMENT
A/P	207222	1/15/2025	1,000.00	NEXION HEALTH AT NAVASOTA INC	TELEMEDICINE
A/P	207320	1/22/2025	76,844.00	NITOR E LLC	SECURITY SYSTEM, EQUIPMENT AND INSTALLMENT
A/P	207448	1/30/2025	209,670.62	NITOR E LLC	SECURITY SYSTEM, EQUIPMENT AND INSTALLMENT
A/P	207410	1/29/2025	237.05	NORTHERN SPEECH SERVICES	TEXTBOOK AND TREATMENT KIT
A/P	207411	1/29/2025	121.61	NURSES CHOICE CORPORATION	OB SUPPLIES
A/P	207133	1/8/2025	486.68	OCCUPRO LLC	PROVIDER LICENSE
A/P	207412	1/29/2025	486.68	OCCUPRO LLC	PROVIDER LICENSE
A/P	207134	1/8/2025	346.88	OLYMPUS AMERICA INC	SURGICAL SUPPLIES
A/P	207321	1/22/2025	1,680.19	ORTHO CLINICAL DIAGNOSTICS	LABORATORY SUPPLIES
A/P	207262	1/17/2025	110.96		PT REFUND
A/P	207413	1/29/2025	37.72		PT REFUND
A/P	901540	1/22/2025	0.28	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901505	1/2/2025	2.86	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901545	1/29/2025	7.52	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901531	1/15/2025	17.34	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901547	1/27/2025	27.93	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901544	1/30/2025	31.26	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901536	1/14/2025	34.53	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901537	1/13/2025	49.67	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901521	1/8/2025	81.73	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901546	1/28/2025	83.33	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901515	1/6/2025	93.12	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901520	1/7/2025	101.40	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901530	1/16/2025	117.74	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901543	1/31/2025	125.27	PAY PLUS	3RD PARTY PAYOR FEE

A/P	901538	1/17/2025	138.97	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901541	1/23/2025	147.84	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901477	1/3/2025	157.50	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901542	1/24/2025	169.47	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901522	1/10/2025	315.60	PAY PLUS	3RD PARTY PAYOR FEE
A/P	207414	1/29/2025	135.80	PHILIPS HEALTHCARE	SUPPLIES
A/P	207224	1/15/2025	198.00	PITNEY BOWES INC	POSTAGE/ RENTAL MAIL MACHINE
A/P	207225	1/15/2025	407.35	POC ELECTRIC, LLC	INSTALLATION
A/P	207415	1/29/2025	6,624.65	POC ELECTRIC, LLC	CHANGE OUT SURGE PROTECTOR, OUTLET INSTALLATION
A/P	207322	1/22/2025	300.00	PORT LAVACA WAVE	ADVERTISING
A/P	207135	1/8/2025	1,585.00	PORT LAVACA WAVE	ADVERTISING
A/P	207226	1/15/2025	21.59	POWER HARDWARE	PLANT SERVICES SUPPLIES
A/P	207227	1/15/2025	204.36	PRECISION DYNAMICS CORP (PDC)	MEDICAL SUPPLIES
A/P	207228	1/15/2025	2,838.92	PRESS GANEY ASSOCIATES, INC.	PROFESSIONAL FEES
A/P	207323	1/22/2025	287.58	PRINT RITE INC.	MEDICAL SUPPLIES
A/P	207324	1/22/2025	3,905.49	PRO ENERGY PARTNERS LLC	FUEL/PLANT OPS/ENERGY SERVICES
A/P	207136	1/8/2025	3,500.00	RADSOURCE	SERVICE AGREEMENT
A/P	207416	1/29/2025	3,500.00	RADSOURCE	SERVICE AGREEMENT
A/P	207229	1/15/2025	160.00	RAPID PRINTING LLC	MISCELLANEOUS PRINTING
A/P	207137	1/8/2025	10,950.00	REED, CLAYMON, MEEKER & HARGET	LEGAL SERVICES
A/P	207417	1/29/2025	5,000.00	REPUBLIC PAIN SPECIALISTS	PROCEDURE FEES
A/P	207325	1/22/2025	97.30	REPUBLIC SERVICES #847	TRASH SERVICES
A/P	207418	1/29/2025	1,105.43	REPUBLIC SERVICES, INC.	TRASH SERVICES
A/P	207138	1/8/2025	2,274.22	REPUBLIC SERVICES, INC.	TRASH SERVICES
A/P	207419	1/29/2025	26.96		PT REFUND
A/P	207420	1/29/2025	13.30		PT REFUND
A/P	207421	1/29/2025	16.42		PT REFUND
A/P	207326	1/22/2025	575.45	SAMS CLUB DIRECT	FOOD SUPPLIES
A/P	207327	1/22/2025	1,013.06	SHERWIN WILLIAMS	PLANT SERVICE SUPPLIES
A/P	207447	1/29/2025	71.00	SHIP SHUTTLE TAXI SERVICE	PT TRANSPORT
A/P	207422	1/29/2025	19.11		PT REFUND
A/P	207231	1/15/2025	1,333.33	SIEMENS FINANCIAL SERVICES	DIAGNOSTIC IMAGING EQUIP LEASE
A/P	207139	1/8/2025	4,038.24	SIEMENS FINANCIAL SERVICES	DIAGNOSTIC IMAGING EQUIP LEASE
A/P	207232	1/15/2025	3,507.72	SIEMENS MEDICAL SOLUTIONS INC	MAMMO EXAM EQUIP LEASE
A/P	207140	1/8/2025	5,959.67	SIEMENS MEDICAL SOLUTIONS INC	MAMMO EXAM EQUIP LEASE
A/P	207233	1/15/2025	425.00	SIGN AD, LTD.	ADVERTISING
A/P	207263	1/17/2025	100.00		PT REFUND
A/P	207141	1/8/2025	847.15	SINGLETON ASSOCIATES PA	RADIOLOGY SRV
A/P	207328	1/22/2025	12,840.65	SINGLETON ASSOCIATES, P.A.	ONSITE SERVICES RADIOLOGY
A/P	207423	1/29/2025	104.89	SMILE MAKERS	SUPPLIES
A/P	207234	1/15/2025	2,525.00	SOMETHING MORE MEDIA, INC.	ADVERTISING
A/P	207424	1/29/2025	1,632.00	SOUTH TEXAS BLOOD & TISSUE CEN	BLOOD
A/P	207329	1/22/2025	9,128.00	SOUTH TEXAS BLOOD & TISSUE CEN	BLOOD
A/P	207142	1/8/2025	263.74	SPARKLIGHT	INTERNET/ CABLE
A/P	207235	1/15/2025	60.50	SPBS CLINICAL EQUIPMENT SRVC	PM CONTRACT
A/P	207143	1/8/2025	9,836.92	SPBS CLINICAL EQUIPMENT SRVC	PM CONTRACT
A/P	207425	1/29/2025	15,413.75	SPECIALTY PROFESSIONAL	ER NURSE STAFFING AGENCY
A/P	207236	1/15/2025	750.00	ST DAVIDS HEALTHCARE	CONNECTIVITY FEE
A/P	207426	1/29/2025	550.00	STANFORD VACUUM SERVICE	GREASE TRAP
A/P	207237	1/15/2025	140.46	STAPLES	OFFICE SUPPLIES
A/P	207264	1/17/2025	136.00		PT REFUND
A/P	207144	1/8/2025	3,076.66	STERICYCLE, INC	WASTE DISPOSAL
A/P	207427	1/29/2025	3,076.66	STERICYCLE, INC	WASTE DISPOSAL
A/P	207428	1/29/2025	218.40	STERIS CORPORATION	SURGICAL SUPPLIES
A/P	207238	1/15/2025	545.77	STERIS CORPORATION	SURGICAL SUPPLIES
A/P	207429	1/29/2025	80.00		PT REFUND
A/P	207145	1/8/2025	6,893.02	SWIFT UNIFORMS	UNIFORMS- PAYROLL DEDUCT
A/P	207239	1/15/2025	527.44	SYSMEX AMERICA, INC.	SUPPLIES
A/P	207431	1/29/2025	8,089.20	TEXAN FLOOR SERVICE	FLOORING IN AUXILIARY GIFT SHOP
A/P	207330	1/22/2025	11,451.13	TEXAN FLOOR SERVICE	FLOOR INSTALL IN LAB AND OP CLINIC
A/P	207331	1/22/2025	2,625.00	TEXAS A&M HEALTH SCIENCE CENTE	EMPLOYEE EDUCATION
A/P	207432	1/29/2025	6,825.00	TEXAS A&M HEALTH SCIENCE CENTE	EMPLOYEE EDUCATION
A/P	207146	1/8/2025	2,285.05	TEXAS ASSOCIATION OF COUNTIES	UNEMPLOYMENT CONTRIBUTION
A/P	800565	1/15/2025	181,134.18	TEXAS COUNTY DRS	RETIREMENT FUNDING
A/P	207433	1/29/2025	70.00	TEXAS DEPARTMENT OF LICENSING	BOILER CERT
A/P	207434	1/29/2025	2,035.00	TEXAS DEPT OF STATE HEALTH SRV	RADIATION CONTROL LICENSE
A/P	207332	1/22/2025	9,640.50	TEXAS MUTUAL INSURANCE CO	WORKERS COMP
A/P	207240	1/15/2025	3,632.00	TEXAS SELECT STAFFING, LLC	CONTRACT STAFFING SERVICES
A/P	207435	1/29/2025	3,659.00	TEXAS SELECT STAFFING, LLC	CONTRACT STAFFING SERVICES
A/P	207333	1/22/2025	4,512.50	TEXAS SELECT STAFFING, LLC	CONTRACT STAFFING SERVICES
A/P	207147	1/8/2025	7,339.00	TEXAS SELECT STAFFING, LLC	CONTRACT STAFFING SERVICES

A/P	207241	1/15/2025	415.20	TMS SOUTH	PLANT SERVICES SUPPLIES
A/P	207334	1/22/2025	421.93	TRI-ANIM HEALTH SERVICES INC	RESPIRATORY SUPPLIES
A/P	207242	1/15/2025	500.00	TRINITY PHYSICS CONSULTING LLC	PURCHASED SERVICE/RAD/ANNUAL EVAL
A/P	207335	1/22/2025	1,587.97	TRIZETTO PROVIDER SOLUTIONS	MAINT FEE/ PATIENT STATEMENT
A/P	207436	1/29/2025	8,220.32	TRUBRIDGE	SOFTWARE/CONSULTING SVS/BUSINESS OFFICE SVCS
A/P	207336	1/22/2025	30,918.30	TRUBRIDGE	SOFTWARE/CONSULTING SVS/BUSINESS OFFICE SVCS
A/P	207243	1/15/2025	1,056.00	TRUSTAFF	AGENCY STAFFING
A/P	207148	1/8/2025	2,200.00	TRUSTAFF	AGENCY STAFFING
A/P	901526	1/10/2025	112.87	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	901525	1/10/2025	266.41	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	901524	1/10/2025	290.34	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	901527	1/10/2025	1,146.47	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	901528	1/10/2025	2,420.33	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	901523	1/10/2025	2,428.22	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	207430	1/29/2025	6,130.42	T-SYSTEM, INC	PHYSICIAN TRACKING LICENSE
A/P	207149	1/8/2025	138.57	TYPENEX MEDICAL LLC	SUPPLIES LAB
A/P	207244	1/15/2025	3,749.06	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	207338	1/22/2025	8,259.99	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	207150	1/8/2025	9,258.09	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	207438	1/29/2025	12,035.86	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	207245	1/15/2025	1,256.06	UPDOX LLC	HIPPA COMPLIANT eFAX
A/P	207439	1/29/2025	2,200.00	US POSTAL SERVICE	POSTAGE
A/P	207440	1/29/2025	900.00	UTHEALTH CQHII	PROFESSIONAL CONSULTING FEES CLINIC
A/P	207441	1/29/2025	40.00		PT REFUND
A/P	207246	1/15/2025	529.75	VERATHON INC	BLADDER SCANNER PRINTER KIT
A/P	207247	1/15/2025	29.00	VICTORIA ADVOCATE	NEWSPAPER
A/P	207107	1/8/2025	-	VOIDED	VOIDED
A/P	207124	1/8/2025	-	VOIDED	VOIDED
A/P	207128	1/8/2025	-	VOIDED	VOIDED
A/P	207187	1/15/2025	-	VOIDED	VOIDED
A/P	207210	1/15/2025	-	VOIDED	VOIDED
A/P	207211	1/15/2025	-	VOIDED	VOIDED
A/P	207216	1/15/2025	-	VOIDED	VOIDED
A/P	207217	1/15/2025	-	VOIDED	VOIDED
A/P	207218	1/15/2025	-	VOIDED	VOIDED
A/P	207219	1/15/2025	-	VOIDED	VOIDED
A/P	207314	1/22/2025	-	VOIDED	VOIDED
A/P	207315	1/22/2025	-	VOIDED	VOIDED
A/P	207337	1/22/2025	-	VOIDED	VOIDED
A/P	207372	1/29/2025	-	VOIDED	VOIDED
A/P	207373	1/29/2025	-	VOIDED	VOIDED
A/P	207404	1/29/2025	-	VOIDED	VOIDED
A/P	207405	1/29/2025	-	VOIDED	VOIDED
A/P	207406	1/29/2025	-	VOIDED	VOIDED
A/P	207437	1/29/2025	-	VOIDED	VOIDED
A/P	207248	1/15/2025	569.75	WAGeworks	ADMIN FEE
A/P	207249	1/15/2025	131.25	WAGeworks, INC	COBRA BILL
A/P	700148	1/21/2025	1,868.72	WEBFILE TAX PYMT	SALES TAX
A/P	207339	1/22/2025	1,280.78	WERFEN USA LLC	MEDICAL / LABORATORY SUPPLIES
A/P	207151	1/8/2025	10,916.67	WERFEN USA LLC	MEDICAL / LABORATORY SUPPLIES
A/P	901529	1/16/2025	884.31	WIRE OUT	EMPLOYEE INSURANCE
A/P	207250	1/15/2025	5,975.00	WOUND CARE SPECIALISTS	WOUND CARE SERVICES
A/P	207442	1/29/2025	6,975.00	WOUND CARE SPECIALISTS	WOUND CARE SERVICES
A/P	901539	1/21/2025	1.48	ZELIS ACHTRANS	THIRD PARTY PAYOR FEE
			<u>2,797,722.89</u>		

BSL	1057	1/9/2025	238.12	MMC OPERATING
			<u>238.12</u>	

NHA	1258	1/9/2025	12,288.36	MMC OPERATING
NHA	1259	1/9/2025	616.83	MMC OPERATING
NHB	269	1/9/2025	624.09	MMC OPERATING
NHB	293	1/2/2025	2,072.41	MMC OPERATING
NHB	294	1/2/2025	4,896.00	MMC OPERATING
NHB	295	1/9/2025	5,087.24	MMC OPERATING
NHC	375	1/9/2025	4,084.75	MMC OPERATING
NHC	376	1/9/2025	875.39	MMC OPERATING
NHC	378	1/9/2025	4,650.00	TUSCANY
NHC	379	1/16/2025	35,688.00	TUSCANY VILLAGE
NHC	380	1/16/2025	500.00	TUSCANY VILLAGE
NHC	381	1/16/2025	10,160.89	TUSCANY VILLAGE

NHC	382	1/29/2025	5,924.30	TUSCANY VILLAGE
NHF	264	1/9/2025	4,967.39	MMC OPERATING
NHF	265	1/9/2025	208.88	MMC OPERATING
NHG	229	1/9/2025	8,758.66	MMC OPERATING
NHG	230	1/9/2025	393.63	MMC OPERATING
NHS	1319	1/9/2025	4,818.68	MMC OPERATING
NHS	1320	1/9/2025	583.15	MMC OPERATING
NHS	1321	1/29/2025	1,602.81	TUSCANY VILLAGE
TUS	374	1/2/2025	4,500.00	TUSCANY

113,301.46

ICP	12654	1/8/2025	4,166.67	MEMORIAL MEDICAL CENTER
ICP	12655	1/8/2025	30.25	MEMORIAL MEDICAL CENTER
ICP	12656	1/8/2025	4.66	MEMORIAL MEDICAL CENTER

4,201.58

P/R	63469	1/3/2025	1,040.02
P/R	63470	1/3/2025	689.75
P/R	63471	1/3/2025	2,138.01
P/R	63472	1/3/2025	334.54
P/R	63473	1/17/2025	88.66
P/R	63474	1/17/2025	898.78
P/R	63475	1/17/2025	839.43
P/R	63476	1/17/2025	915.28
P/R	63477	1/31/2025	430.98
P/R	999999	45688	414,456.87
P/R	999999	45674	356,355.20
P/R	999999	45660	366,036.53

1,144,224.05

A/P	203780	1/17/2025	(56.82)	JULIAN HEYSQUIERDO
A/P	205569	1/3/2025	(1,920.00)	CROSS COUNTRY STAFFING
A/P	206651	1/3/2025	(1,580.00)	CROSS COUNTRY STAFFING
A/P	206734	1/3/2025	(2,960.00)	CROSS COUNTRY STAFFING
A/P	206862	1/3/2025	(2,960.00)	CROSS COUNTRY STAFFING
A/P	206930	1/3/2025	(2,960.00)	CROSS COUNTRY STAFFING

(12,436.82)

A/P	207152	1/8/2025	6,120.00	ASHFORD GARDENS	NURSING HOME
A/P	207153	1/8/2025	100,812.60	BETHANY SENIOR LIVING	NURSING HOME
A/P	207154	1/8/2025	7,869.88	BROADMOOR AT CREEKSIDE PARK	NURSING HOME
A/P	207155	1/8/2025	2,100.00	FORTBEND HEALTHCARE CENTER	NURSING HOME
A/P	207156	1/8/2025	107,155.15	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	207157	1/8/2025	16,898.32	SOLERA WEST HOUSTON	NURSING HOME
A/P	207158	1/8/2025	5,712.00	THE CRESCENT	NURSING HOME
A/P	207159	1/8/2025	90,001.48	TUSCANY VILLAGE	NURSING HOME
A/P	207251	1/15/2025	2,722.30	BETHANY SENIOR LIVING	NURSING HOME
A/P	207252	1/15/2025	2,472.51	BROADMOOR AT CREEKSIDE PARK	NURSING HOME
A/P	207253	1/15/2025	69.42	FORTBEND HEALTHCARE CENTER	NURSING HOME
A/P	207254	1/15/2025	12,074.73	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	207255	1/15/2025	6,624.00	THE CRESCENT	NURSING HOME
A/P	207256	1/15/2025	36,426.00	TUSCANY VILLAGE	NURSING HOME
A/P	207340	1/22/2025	2,244.00	ASHFORD GARDENS	NURSING HOME
A/P	207341	1/22/2025	122,092.85	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	207342	1/22/2025	125,589.77	TUSCANY VILLAGE	NURSING HOME
A/P	207443	1/29/2025	1,241.02	BROADMOOR AT CREEKSIDE PARK	NURSING HOME
A/P	207444	1/29/2025	2,457.39	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	207445	1/29/2025	2,400.00	THE CRESCENT	NURSING HOME
A/P	207446	1/29/2025	13,013.95	TUSCANY VILLAGE	NURSING HOME

**MEMORIAL MEDICAL CENTER
GROSS PAYROLL REPORT - JANUARY 2025**

PRTitle	PRDeptName	PRTotGross
SECURITY SUPERVISOR	SECURITY	5,853.07
OPERATOR	CLINIC FS	4,171.21
LICENSED VOCATIONAL	MEMORIAL MEDICAL CLINIC	5,826.84
PURCHASING AGENT	CENTRAL SUPPLY	4,513.37
REGISTERED NURSE	MED/SURG	8,132.46
REGISTERED NURSE	MED/SURG	11,540.33
LICENSED VOCATIONAL	OBSTETRICS	6,774.02
REGISTERED NURSE	MED/SURG	12,381.44
REGISTERED NURSE	OBSTETRICS	11,397.23
DIRECTOR OF INPT SVC	MED/SURG	14,921.60
EXECUTIVE ASSISTANT	ADMINISTRATION	6,740.80
LICENSED VOCATIONAL	SURGERY	7,520.67
MEDICAL LAB TECH	LABORATORY	9,319.73
MEDICAL TECHNOLOGIST	LABORATORY	658.50
LAB ASSISTANT	MMC CLINIC - LABORATORY	5,492.37
MEDICAL LAB TECH	LABORATORY	9,691.00
REGISTERED NURSE	MED/SURG	6,905.78
HIM SPECIALIST	HEALTH INFORMATION MANAGEMENT	4,721.15
REGISTERED NURSE	OBSTETRICS	1,871.58
REGISTERED NURSE	EMERGENCY ROOM	11,931.72
REGISTERED NURSE	MED/SURG	1,781.91
CLINICAL IT SPCLST	ADMINISTRATION-CLINICAL SERVIC	9,619.73
REGISTERED NURSE	OBSTETRICS	8,556.98
REGISTERED NURSE	OBSTETRICS	899.88
REGISTERED NURSE	OBSTETRICS	9,034.78
CEO	ADMINISTRATION	22,601.09
LVN	MED/SURG	1,200.71
REGISTERED NURSE	MED/SURG	12,540.87
OCCUPATIONAL THERAPY	OCCUPATIONAL THERAPY	11,018.40
LICENSED VOCATIONAL	MED/SURG	8,473.26
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	20,399.64
REGISTERED NURSE	MED/SURG	12,601.95
REGISTERED NURSE	MED/SURG	699.38
CERTIFIED NURSE AIDE	MED/SURG	4,268.09
CERTIFIED NURSE AIDE	MED/SURG	839.46
REGISTERED NURSE	MED/SURG	9,256.94
REGISTERED NURSE	MED/SURG	7,258.86
CASE MANAGER/UR/DP	ADMINISTRATION-CLINICAL SERVIC	9,960.81
REGISTERED NURSE	ICU	12,689.28
REGISTERED NURSE	MED/SURG	756.79
REGISTERED NURSE	MED/SURG	10,766.21
REGISTERED NURSE	OBSTETRICS	9,857.61
REGISTERED NURSE	MED/SURG	1,814.25
REGISTERED NURSE	SURGERY	1,802.56
REGISTERED NURSE	MED/SURG	9,166.79
CERTIFIED NURSE AIDE	MED/SURG	3,026.41
STUDENT NURSE TECH	MED/SURG	951.44
REGISTERED NURSE	EMERGENCY ROOM	2,238.32
REGISTERED NURSE	MED/SURG	490.75

REGISTERED NURSE	MED/SURG	8,976.88
CERTIFIED NURSE AIDE	MED/SURG	3,236.87
REGISTERED NURSE	MED/SURG	3,949.83
STUDENT NURSE TECH	MED/SURG	455.97
LVN	MED/SURG	6,652.04
REGISTERED NURSE	OBSTETRICS	12,021.93
INFUSION NURSE	IV THERAPY	10,421.13
REGISTERED NURSE	ICU	11,936.70
CLINICAL COORDINATOR	MEMORIAL MEDICAL CLINIC	8,861.65
REGISTERED NURSE	ICU	7,684.08
LICENSED VOCATIONAL	MED/SURG	5,352.61
NURSE PRACTITIONER	HOSPITAL CAMPUS RHC	30,056.73
CERTIFIED NURSE AIDE	MED/SURG	5,074.24
CNO	ADMINISTRATION-CLINICAL SERVIC	16,884.00
REG PHARM TECH SUPER	PHARMACY	6,208.65
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	13,192.80
REGISTERED NURSE	ICU	12,161.05
REGISTERED NURSE	OBSTETRICS	9,461.97
REGISTERED NURSE	ICU	1,882.77
REGISTERED NURSE	ICU	3,275.36
REGISTERED NURSE	CARDIAC REHAB	8,978.90
PREADMISSION NURSE	SURGERY	6,817.03
REGISTERED NURSE	SURGERY	9,045.03
HIM SPECIALIST	HEALTH INFORMATION MANAGEMENT	4,805.00
REGISTERED NURSE	OBSTETRICS	13,817.48
REGISTERED NURSE	OBSTETRICS	1,475.55
REGISTERED NURSE	OBSTETRICS	3,490.20
CERTIFIED STERIL TEC	SURGERY	4,832.08
MATERIALS MNGMT MNGR	CENTRAL SUPPLY	7,393.60
CENTRAL SUPPLY TECH	CENTRAL SUPPLY	2,082.50
DIRECTOR	EMERGENCY ROOM	15,222.30
PERIOPERATIVE RN	SURGERY	6,529.38
REGISTERED NURSE	EMERGENCY ROOM	7,896.95
REGISTERED NURSE	MED/SURG	1,367.00
REGISTERED NURSE	ICU	10,755.68
REGISTERED NURSE	EMERGENCY ROOM	9,303.15
TRAUMA COORDINATOR	ADMINISTRATION-CLINICAL SERVIC	8,763.98
REGISTERED NURSE	EMERGENCY ROOM	460.57
REGISTERED NURSE	EMERGENCY ROOM	7,769.59
REGISTERED NURSE	EMERGENCY ROOM	2,460.38
REGISTERED NURSE	EMERGENCY ROOM	467.94
REGISTERED NURSE	EMERGENCY ROOM	10,890.20
REGISTERED NURSE	EMERGENCY ROOM	952.82
REGISTERED NURSE	EMERGENCY ROOM	9,049.82
REGISTERED NURSE	MED/SURG	1,824.25
REGISTERED NURSE	EMERGENCY ROOM	1,870.01
LAB ASSISTANT	LABORATORY	1,022.69
REGISTERED NURSE	EMERGENCY ROOM	13,209.51
LAB ASSISTANT	LABORATORY	3,274.61
MEDICAL LAB TECH	LABORATORY	9,147.75
CHEMISTRY/BB SPVS	LABORATORY	10,186.07
MEDICAL LAB TECH	LABORATORY	7,652.88

LAB DIRECTOR	LABORATORY	15,390.47
LAB ASSISTANT	LABORATORY	5,135.27
REGISTERED NURSE	EMERGENCY ROOM	1,007.51
LAB ASSISTANT	LABORATORY	585.00
LAB ASSISTANT	LABORATORY	1,016.00
MLT	LABORATORY	5,750.13
MEDICAL TECHNOLOGIST	LABORATORY	544.00
LAB ASSISTANT	LABORATORY	1,094.00
MEDICAL TECH	LABORATORY	2,640.00
LAB ASSISTANT	LABORATORY	996.25
FACILITIES MGMT DIR.	PLANT OPERATIONS	10,619.14
STUDENT NURSE TECH	MED/SURG	401.68
MEDICAL LAB TECH	MMC CLINIC - LABORATORY	6,371.63
LAB ASSISTANT	LABORATORY	2,802.50
MEDICAL LAB TECH	LABORATORY	7,321.92
LAB ASSISTANT	LABORATORY	3,635.81
REGISTERED NURSE	MED/SURG	7,218.55
REGISTERED NURSE	MED/SURG	8,214.57
REGISTERED NURSE	MED/SURG	1,871.57
CENTRAL SUPPLY TECH	CENTRAL SUPPLY	2,834.38
REGISTERED NURSE	MED/SURG	1,388.59
CERTIFIED NURSE AIDE	MED/SURG	3,862.73
REGISTERED NURSE	EMERGENCY ROOM	11,364.64
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	8,775.42
RECEPT/SECRETARY	DIAGNOSTIC IMAGING	4,033.76
XRAY TECHNICIAN	DIAGNOSTIC IMAGING	2,912.60
RADIOLOGY TECH	DIAGNOSTIC IMAGING	6,416.77
RADIOLOGY TECH	DIAGNOSTIC IMAGING	896.00
RADIOLOGIC TECH	DIAGNOSTIC IMAGING	8,618.25
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	9,256.34
LEAD MAMMO TECH	DIAGNOSTIC IMAGING	8,180.56
NUCLEAR MED TECH	DIAGNOSTIC IMAGING	10,934.40
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	8,216.16
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	7,128.37
PHARMACY TECH	PHARMACY	4,748.38
PHARMACY TECHNICIAN	PHARMACY	5,210.69
PHARMACY TECHNICIAN	PHARMACY	4,669.40
INS COORDINATOR	PATIENT FINANCIAL SERVICES	3,949.02
RECEPTIONIST	CLINIC FS	3,707.23
LICENSED VOCATIONAL	MEMORIAL MEDICAL CLINIC	6,125.09
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	2,838.47
RECEPTIONIST	CLINIC FS	4,130.78
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,425.05
RECEPTIONIST	CLINIC FS	4,664.10
REFERRAL SPECIALIST	CLINIC FS	3,669.73
OPERATOR	CLINIC FS	4,036.30
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	4,271.36
OPERATOR	CLINIC FS	4,427.17
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	17,078.28
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,426.94
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	2,685.47
MEDICAL ASSISTANT	HOSPITAL CAMPUS RHC	4,314.21

REFERRAL SPECIALIST	CLINIC FS	3,248.72
LICENSED VOCATIONAL	HOSPITAL CAMPUS RHC	5,060.00
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,331.29
RECEPTIONIST	PHYSICAL THERAPY	3,895.46
REFERRAL SPECIALIST	CLINIC FS	4,439.70
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,114.19
OFFICE MANAGER	CLINIC FS	6,051.96
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,872.97
LVN	MEMORIAL MEDICAL CLINIC	6,913.35
RECEPTIONIST	CLINIC FS	1,850.18
CLINICAL SUPERVISOR	MEMORIAL MEDICAL CLINIC	8,956.07
RECEPTIONIST	CLINIC FS	2,911.41
RECEPTIONIST	CLINIC FS	2,255.75
RECEPTIONIST	CLINIC FS	4,050.42
LAB ASSISTANT	LABORATORY	504.25
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	17,307.71
OPERATOR	CLINIC FS	2,074.61
COTA	OCCUPATIONAL THERAPY	576.00
DIRECTOR REHAB SRVCS	PHYSICAL THERAPY	14,663.40
REGISTERED NURSE	MED/SURG	7,244.88
PHYSICAL THERAPIST	PHYSICAL THERAPY	11,164.26
OFFICE COORDINATOR	PHYSICAL THERAPY	3,173.31
REGISTERED NURSE	MEMORIAL MEDICAL CLINIC	8,412.26
LEAD PTA	PHYSICAL THERAPY	7,782.61
REGISTERED NURSE	OBSTETRICS	11,222.38
MEDICAL ASSISTANT	HOSPITAL CAMPUS RHC	3,685.50
LEAD THERAPIST	BEHAVIORAL HEALTH	8,160.00
CIHCP COORDINATOR	INDIGENT CARE PROGRAM	4,642.50
HIM SUPERVISOR	HEALTH INFORMATION MANAGEMENT	5,882.50
REGISTERED NURSE	EMERGENCY ROOM	2,343.83
DIRECTOR OF HIM	HEALTH INFORMATION MANAGEMENT	1,681.16
BIRTH REG/DIS ANALYS	HEALTH INFORMATION MANAGEMENT	3,217.84
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	2,046.04
SLP	OCCUPATIONAL THERAPY	12,230.76
DIRECTOR OF DIETARY	DIETARY	8,819.20
OPERATOR	CLINIC FS	2,981.69
FOOD SERVICE STAFF	DIETARY	4,592.50
FOOD SERVICE STAFF	DIETARY	4,145.22
FOOD SERVICE STAFF	DIETARY	4,979.77
FOOD SERVICE STAFF	DIETARY	4,178.00
FOOD SERVICE STAFF	DIETARY	3,601.30
FOOD SERVICE STAFF	DIETARY	2,627.63
FOOD SERVICE STAFF	DIETARY	5,224.02
PLANT OPS TEAM LEAD	PLANT OPERATIONS	6,425.33
EVS SUPERVISOR	ENVIRONMENTAL SERVICES	7,638.68
PLANT OPS SPECIALIST	PLANT OPERATIONS	3,981.66
PLANT OPS SPECIALIST	PLANT OPERATIONS	4,838.92
ES AIDE	ENVIRONMENTAL SERVICES	3,013.00
ES AIDE	ENVIRONMENTAL SERVICES	3,476.71
SECURITY OFFICER	SECURITY	5,551.38
ES AIDE	ENVIRONMENTAL SERVICES	3,435.28
ES AIDE	ENVIRONMENTAL SERVICES	3,709.84

ES TEAM LEAD	ENVIRONMENTAL SERVICES	4,604.66
PLANT OPS SPECIALIST	PLANT OPERATIONS	5,379.74
EVS AIDE	ENVIRONMENTAL SERVICES	504.96
ES AIDE	ENVIRONMENTAL SERVICES	1,685.75
FLOOR TECHNICIAN	ENVIRONMENTAL SERVICES	3,631.13
ES AIDE	ENVIRONMENTAL SERVICES	2,811.00
ES AIDE	ENVIRONMENTAL SERVICES	2,484.00
E.S. AIDE	ENVIRONMENTAL SERVICES	326.65
E.S. AIDE	ENVIRONMENTAL SERVICES	2,166.25
FOOD SERVICE STAFF	DIETARY	3,384.81
ES AIDE	ENVIRONMENTAL SERVICES	2,840.00
ES AIDE	ENVIRONMENTAL SERVICES	3,611.00
ES AIDE	ENVIRONMENTAL SERVICES	4,062.48
FOOD SERVICE STAFF	DIETARY	3,660.73
FLOOR TECHNICIAN	ENVIRONMENTAL SERVICES	3,590.51
ES AIDE	ENVIRONMENTAL SERVICES	4,388.09
OR AIDE	SURGERY	3,663.65
SECURITY OFFICER	SECURITY	3,394.38
SECURITY OFFICER	SECURITY	4,525.60
PLANT OPS MANAGER	PLANT OPERATIONS	8,603.12
SURGERY MANAGER	SURGERY	12,949.75
DIRECTOR	ADMINISTRATION-CLINICAL SERVIC	160.00
PERIOPERATIVE RN	SURGERY	11,207.49
FINANCIAL COUNSELOR	INDIGENT CARE PROGRAM	3,471.21
REGISTERED NURSE	SURGERY	8,726.07
INS COORDINATOR	PATIENT FINANCIAL SERVICES	5,109.89
REGISTRATION CLERK	PFS - REGISTRATION	5,183.53
INFUSION SVC COORD	IV THERAPY	3,525.85
BILLING CLERK	PATIENT FINANCIAL SERVICES	5,828.83
INFUSION SERV. COOR.	IV THERAPY	3,266.11
ER CLERK	PFS - REGISTRATION	2,375.38
REGISTRATION CLERK	PFS - REGISTRATION	4,199.34
CASHIER-SWITCHBOARD	PATIENT FINANCIAL SERVICES	3,573.99
INS ADJUDICATOR	PATIENT FINANCIAL SERVICES	5,265.34
MEDICARE COORDINATOR	PATIENT FINANCIAL SERVICES	4,950.74
ACCOUNTS PAYABLE	ACCOUNTING	4,071.68
ER CLERK	PFS - REGISTRATION	4,084.24
ER CLERK	PFS - REGISTRATION	1,638.63
ADMIN ASSISTANT	ADMINISTRATION-CLINICAL SERVIC	4,916.85
DIRECTOR OF REV/BILL	PATIENT FINANCIAL SERVICES	8,840.80
REGISTERED NURSE	SURGERY	1,310.07
REG CLERK TEAM LEAD	PATIENT FINANCIAL SERVICES	5,905.61
REGISTRATION CLERK	PATIENT FINANCIAL SERVICES	3,507.85
PRACTICE ADMIN	MEMORIAL MEDICAL CLINIC	10,424.61
REGISTERED NURSE	EMERGENCY ROOM	7,939.77
ER CLERK	PFS - REGISTRATION	866.00
PERIOPERATIVE RN	SURGERY	8,678.71
REGISTERED NURSE	ICU	8,770.19
DIRECTOR	DIAGNOSTIC IMAGING	10,956.44
REGISTRATION CLERK	PATIENT FINANCIAL SERVICES	3,203.71
ER CLERK	PFS - REGISTRATION	778.63
I.T. DIRECTOR	INFORMATION TECHNOLOGY	1,079.00

IT DIRECTOR	INFORMATION TECHNOLOGY	11,523.25
IT SYSTEM ANALYST	INFORMATION TECHNOLOGY	10,368.69
ACCOUNTANT	ACCOUNTING	6,179.24
PTA	PHYSICAL THERAPY	5,743.75
STUDENT REHAB TECH	PHYSICAL THERAPY	1,316.25
LAB COORDINATOR	LABORATORY	4,203.26
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,359.63
CONTROLLER	ACCOUNTING	8,886.28
CFO	ADMINISTRATION	20,809.24
HR MANAGER	HUMAN RESOURCES	7,240.00
HR GENERALIST	HUMAN RESOURCES	5,714.44
SPEC PROJ/MKGT MGR	BUSINESS DEVELOPMENT	7,067.60
		1,599,996.67

AMENDMENT TO MANAGEMENT AGREEMENT

This Amendment to Management Agreement ("***Amendment***") is made and entered into effective as of March 1, 2025 (the "***Effective Date***"), by and between **Memorial Medical Center**, a governmental entity and body politic established pursuant to the laws of the State of Texas ("***Governmental Entity***") and **Wellsential of Lavaca Bay, LLC**, a Delaware limited liability company ("***Manager***").

A. Governmental Entity and Port Lavaca NH LLC entered into that certain Amended and Restated Management Agreement dated July 1, 2022 and amended July 1, 2023 (the "***Management Agreement***") for the management of the nursing facility commonly known as Bethany Senior Living, located at 118 Trinity Shores Drive, Port Lavaca, Texas, now known as Lavaca Bay Nursing and Rehabilitation Center (the "***Facility***").

B. Manager and Port Lavaca NH LLC entered into a Consent and Assignment of Management Agreement on December 16, 2024 for the Facility.

C. Manager and Governmental Entity desire to amend the Management Agreement on the terms and conditions contained herein.

NOW, THEREFORE, for the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 4.5 of the Management Agreement is replaced in its entirety with the following:

Termination or expiration ("***Termination***") of this Agreement shall not affect Governmental Entity's obligation to pay Manager any Base Management Fees or Incentive Payments for periods prior to Termination. Upon Termination of this Agreement (i) all funds in the Facility Operating Account, (ii) any Ordinary Revenue and seventy percent (70%) of Net Operating Income attributable to periods prior to Termination that have not already been paid to Manager under the Agreement, and (iii) any Ordinary Revenue and seventy percent (70%) of any Net Operating Income received thereafter attributable to the operation of the Facility prior to Termination (collectively "***Termination Funds***") shall be paid in accordance with the Final Accounting Statement and in the following order:

4.5.1 To pay Operating Expenses and Capital Expenditures that accrued prior to Termination;

4.5.2 To pay Governmental Entity: any Termination Fee due under Section 4.2.5 or 4.3.4;

4.5.3 To pay Manager: all accrued but unpaid Base Management Fees and all accrued but unpaid Incentive Payments; provided, however, Governmental Entity's liability to pay Manager such amounts on Termination shall not exceed the amount of Termination Funds remaining, if any, after payment of Operating Expenses; and

4.5.4 To pay any amounts not paid under Section 4.5.1, 4.5.2, or 4.5.3 that remain due to Governmental Entity or Manager pursuant to the final reconciliation provided for in Section 4.4.1.

The reconciliation and timing of these payments will be completed as soon as practicable after Termination of this Agreement. The provisions of this Section 4.5 shall survive any termination of this Agreement.

2. Sections 5.1.2 and 5.1.3 under Article 5 of the Management Agreement are replaced in their entirety with the following:

5.1.2 In addition to the Base Management Fee, Governmental Entity shall pay Manager incentive payments (the "Incentive Payments") that are equal to seventy percent (70%) of Net Operating Income.

5.1.3 Intentionally Deleted.

3. All other provisions of the Management Agreement that have not been modified or amended by this Amendment shall remain in full force and effect.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Management Agreement to be executed as of the Effective Date.

HOSPITAL:

MEMORIAL MEDICAL CENTER

By: _____
Name: Erin Clevenger
Title: CEO

MANAGER:

WELLSENTIAL OF LAVACA BAY, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____



MASTER SOFTWARE AS A SERVICE AGREEMENT

THIS MASTER SOFTWARE AS A SERVICE AGREEMENT (this "Agreement") is made and entered into effective as of the 20th day of February, 2025 (the "Effective Date") between Freed Inc. with offices at 548 Market Street, PMB 95301, San Francisco, CA 94104 ("Company", "we", "our", or "us") and Memorial Medical Center with offices at 815 North Virginia Street Port Lavaca, Texas 77979 ("Customer", "you", or "your").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Customer (each, a "Party" and collectively, the "Parties") hereby agree as follows:

1. DEFINITIONS.

The definitions for some of the defined terms used in this Agreement are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement.

1.1 "Affiliate" means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 "Applicable Law" means, with respect to any Party, any federal, state, or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree, or other requirement of any international, federal, state, or local court, administrative agency, or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such Party or any of its properties, assets, or business operations.

1.3 "Authorized User" means employees, contractors, or agents authorized by Customer to access and use the Services pursuant to the terms and conditions of this Agreement; *provided, however*, that any contractors' or agents' access to and use of the Platform will be limited to their provision of services to Customer. You are responsible for all acts and omissions of Authorized Users and any other person who accesses and uses the Platform using any of your or any Authorized Users' login credentials.

1.4 "Confidential Information" means: (i) with respect to Company, the Platform, the Services, and any and all source code relating thereto, the Usage Data, the Aggregate Data, the Documentation, pricing and fees related to the Services provided hereunder, and any other non-public information or material regarding our legal or business affairs, financing, customers, properties, pricing, or data; (ii) with respect to you, the Customer Data, Output and any other non-public information or material regarding your legal or business affairs, financing, Authorized Users, properties, or data; and (iii) with respect to each Party, the terms and conditions of this Agreement. Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) is or becomes public knowledge without any action by, or involvement of, the Party to which the Confidential Information is disclosed (the "Receiving Party"); (b) is documented as being known to the Receiving Party prior to its disclosure by the other Party (the "Disclosing Party"); (c) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (d) is obtained by the Receiving Party without restrictions on use or disclosure from a third party.

1.5 “Customer Data” means (i) any data and information that you or your Authorized Users submit to the Platform, including, without limitation, Medical Records, Patient Recordings and the personal information (such as name, email address, and other identifying information) of Authorized Users (as all terms are defined in this Definitions); (ii) Voice ID; and (iii) Output (including Learned Output).

1.6 “Documentation” means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics, and use of the Services as provided or made available by Company to Customer whether in a written or electronic form.

1.7 “Fees” means the fees set forth in Schedule A.

1.8 “Harmful Code” means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Services or the Platform, or any other associated software, firmware, hardware, computer system, or network (including, without limitation, “Trojan horses,” “viruses,” “worms,” “time bombs,” “time locks,” “devices,” “traps,” “access codes,” or “drop dead” or “trap door” devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the Services or the Platform to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with the operations of the Services or the Platform.

1.9 “Maximum Number of Authorized Users” means the maximum number of Authorized Users specified on Schedule A.

1.10 “Medical Records” means any and all data, information, documents and records about the patient’s history, clinical findings, diagnostic test results, patient’s progress, including but not limited to, test results, medications, therapies, X-rays, and reports.

1.11 “Output” means the medical documentation generated by processing Customer Data through the Platform and provided to your Authorized Users through the Platform, including any alterations, modifications, and updates made thereto.

1.12 “Part 2 Data” means records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any program or activity relating to substance abuse education prevention, training, treatment, rehabilitation, or research, which is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States pursuant to 42 CFR Part 2.

1.13 “Patient Recordings” means: (i) the audio and/or video recordings of the sessions between you (or your Authorized Users) and patient (and the patient’s parents, guardians, or other family members or friends, to the extent participating in such sessions) that you or your Authorized Users conduct and upload to the Platform; and (ii) the information and data collected and/or gathered by you (or your Authorized Users) during such sessions that you or your Authorized Users upload to the Platform.

1.14 “Personal Information” means any information: (i) that can be used to identify, contact, or precisely locate a natural person, household or device; and (ii) defined as ‘personal data,’ ‘personal

information,' 'personally identifiable information,' or 'individually identifiable health information' under any Applicable Laws.

1.15 "Platform" means our proprietary software as a service (SaaS) platform that is made available to you as a web application and/or a mobile application (if any), and all updates and improvements thereto, together with all Documentation.

1.16 "Processing" shall mean and include any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

1.17 "Professional Services" means customization, development, data migration, integration, testing, conversion, consulting, or other services and deliverables, related to the Platform but not otherwise provided as part of the Platform, as further described in the applicable Statement of Work.

1.18 "Protected Health Information" or "PHI" means as that term is defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and related regulation ("HIPAA").

1.19 "Services" means our provision to you of access to, and usage of the Platform, and the Support Services as set forth in this Agreement.

1.20 "Trial Period" means the trial period set forth in Schedule A.

1.21 "Usage Data" means the data that we collect in connection with our monitoring of the performance and use of the Platform by you and your Authorized Users, including, without limitation, date and time that you access the Platform, the portions of the Platform visited, the frequency and number of times such pages are accessed, the number of times the Platform is used in a given time period and other usage and performance data, including any usage and performance data collected by our third-party services providers on our behalf.

2. PROVISION OF SERVICES.

2.1 Services. During the Term (as defined below), we will provide the Services to you subject to the terms and conditions of this Agreement. Subject to the terms and conditions hereof, we hereby grant you during the Term a limited, non-exclusive, non-transferable (except as permitted under Section 12.1), non-sublicensable, revocable right and license to authorize your Authorized Users (but no more than the Maximum Number of Authorized Users) to access and use the Services solely for your internal business purposes. The Maximum Number of Authorized Users is the maximum number of Authorized Users that are authorized to access and use the Services (whether or not all such Authorized Users are using the Services at any given point in time).

2.2 Modifications. We reserve the right to modify the Services, and the Platform from time to time by adding, deleting, or modifying features to improve the user experience or for other business purposes. We further reserve the right to discontinue any feature of the Services, or the Platform at any

time during the Term at our sole and reasonable discretion. Any such modification or discontinuance will not materially decrease the overall functionality of the Services, or the Platform.

2.3 Beta Features. From time to time, we may invite Customer to try "beta" features or functionalities of the Platform which are not generally available to our Customers for use at no charge. Customer may accept or decline any such trial in its sole discretion. Such beta features are for evaluation purposes only and not for use, are not considered part of the Services under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise expressly agreed to by us, any beta feature trial period will expire upon the date that a version of the beta feature becomes generally available to all of our customers for use or upon the date that we elect to discontinue such beta feature. We may discontinue beta features at any time in our sole discretion and may never make them generally available as part of the Services. We will have no liability to Customer or any third party for any harm or damage arising out of or in connection with any use of a beta feature, and Customer's use of any beta feature is at Customer's own risk. By participating in a beta feature, Customer represents that Customer has obtained all necessary informed consents from patients, Authorized Users, or others.

2.4 Hosting. During the Term, we, or our contractors, shall host the Platform, such that the Platform is available for use by you and your Authorized Users. We and/or our contractors shall periodically monitor the Platform to optimize performance, and shall use commercially reasonable efforts to minimize any downtime, other than for scheduled maintenance or downtime caused by reasons beyond our reasonable control, including, but not limited to, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, terrorism, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third-party services, or virus attacks or hackers. We will notify you of any unavailability or other issue with the Services, or the Platform. You and your Authorized Users will be responsible for obtaining Internet connections and other third-party software and services necessary for them to access the Platform and the Services.

2.5 Restrictions on Use. You shall not (and shall not authorize, permit, or encourage any third party to): (i) allow anyone other than Authorized Users to use the Services and the Platform; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Services or the Platform; (iii) modify, adapt, or translate the Services, the Platform, or any portion or component thereof; (iv) make any copies of the Services, the Platform, or any portion or component thereof; (v) resell, distribute, or sublicense the Services, the Platform, or any portion or component thereof, or use any of the foregoing for the benefit of anyone other than Customer; (vi) remove or modify any proprietary markings or restrictive legends placed on the Services, or the Platform; (vii) use the Services, the Platform, or any portion or component thereof in violation of any Applicable Law, in order to build a competitive product or service, or for any purpose not specifically permitted in this Agreement; (viii) introduce, post, or upload to the Services, or the Platform any Harmful Code; (ix) save, store, or archive any portion of the Services (including, without limitation, any data contained therein) outside the Platform other than those outputs generated through the intended functionality of the Platform without the prior, written permission of Company in each instance; (x) use the Services, or the Platform in connection with service bureau, timeshare, service provider or like activity whereby you operate the Services, or the Platform for the benefit of a third party; and/or (xi) circumvent any processes, procedures, or technologies that we have put in place to safeguard the Platform and the Services.

2.6 Onboarding of Authorized Users. Each Authorized User will be required to create an account, which includes a username, a password, and certain additional information, including a valid email address, that will assist in authenticating the Authorized User's identity when they log into the Platform in the future (collectively, "Log-in Credentials"). When creating an account, an Authorized User

must provide true, accurate, current, and complete information. You are solely responsible for the confidentiality and use of Authorized Users' Log-in Credentials, as well as for any use, misuse, or communications entered through the Platform. You shall promptly inform us of any need to deactivate a username, password, or other Log-in Credential. We reserve the right to delete or change Authorized Users' Log-in Credentials at any time and for any reason. We will not be liable for any unauthorized use of an Authorized User's account.

2.7 Support Services. Company shall use commercially reasonable efforts to provide you and your Authorized Users problem resolution and technical support in connection with the Platform during the Term (the "Support Services").

2.8 Incorporated Terms. Your and your Authorized Users' use of the Platform is governed by this Agreement, as well as the Platform terms of use (the "Platform Terms of Use") and Company's privacy policy (the "Privacy Policy"), which may be updated from time to time by Company without notice to you. The Platform Terms of Use and the Privacy Policy, as amended (collectively, the "Platform Incorporated Terms"), are incorporated into this Agreement by this reference and made a part hereof. In the event of any inconsistency or conflict between the Platform Incorporated Terms and the terms of this Agreement, the terms of this Agreement shall prevail.

2.9 Trials. If you would like to try our Platform, we will provide you with access to the Platform free of charge during the Trial Period set forth in Schedule A. Such access is limited to evaluating the Platform to determine whether to purchase a subscription from the Company. During the Trial Period, you or your Authorized Users may not use the Platform for any other purposes, including but not limited to competitive analysis, commercial, professional or for-profit purposes. We reserve the right in our sole discretion to terminate your and your Authorized Users' access to the Platform during the Trial Period at any time. You may cancel the trial at any time during the Trial Period by providing written notice to us. Following the Trial Period, if you have not cancelled the trial as set forth in the immediately prior sentence, the trial will automatically convert to a regular paid subscription, and the first day after the Trial Period shall constitute the first day of the paid subscription term. Notwithstanding anything to the contrary set forth in this Agreement, during any Trial Period, we will have no warranty, indemnity, support or other obligations; we will have no liability for any harm or damage arising out of or in connection with the Platform; and your use of the Platform is at your own risk.

3. PROFESSIONAL SERVICES.

3.1 Statements of Work. Customer may request Company to provide Professional Services. All such Professional Services will be covered by one or more Statements of Work agreed on by the Parties. The work covered by a particular Statement of Work will be referred to in this Agreement as a "Project." Each Statement of Work will be in writing, signed by an authorized representative of each Party, will reference this Agreement, and will specify for the Project covered by that Statement of Work, without limitation: (i) a description of the Project, including any applicable specifications, milestones, and deliverables to be developed; and (ii) the applicable fees. The form Statement of Work is attached hereto as Schedule C.

3.2 Ownership of Work Product. Unless otherwise set forth in a Statement of Work, Company shall own all right, title, and interest, including, without limitation, all intellectual property rights, in and to all deliverables, customizations, functionalities, and other work product created by Company in the performance of the Professional Services (collectively, "Work Product"); *provided, however*, that upon the full payment of the applicable Professional Services fees, any Work Product shall

be considered part of the Platform hereunder and Customer shall have a license thereto as set forth in Section 2.1 subject to the terms and conditions of this Agreement including the restrictions in Section 2.5.

4. CUSTOMER DATA.

4.1 Customer Data. Subject to the terms and conditions of this Agreement, Customer hereby grants us a non-exclusive, worldwide, fully paid-up, royalty-free right and license, with the right to grant sublicenses, to reproduce, execute, use, store, archive, modify, perform, display, and distribute the Customer Data (i) during the Term, for the purpose of providing the Services; (ii) for Company's internal business purposes, including using such data to analyze, update, and improve the Platform and Company's analytics capabilities; and (iii) to train the AI/ML models to improve the Platform, including but not limited to improving the Platform accuracy, efficiency and quality of speech recognition and Output, with Customer's consent provided via Platform settings. We will Process any PHI included in the Customer Data in accordance with the Business Associate Agreement attached hereto as Schedule B ("BAA"). You will have sole responsibility for the accuracy, quality, and legality of your Customer Data. If the terms of this Agreement conflict with the terms of the BAA, the terms of the BAA shall control solely with respect to Processing of PHI.

4.2 De-Identified Data: Aggregated Data. Pursuant to Section 2a of the BAA, we have the right in our sole discretion to use De-identified Data and to disclose such De-identified Data to third parties. We will also link your De-identified Data with your Customer ID and use it to customize and train our Platform based on your specific styles and requirements that can be identified from your Customer Data. Notwithstanding anything to the contrary herein, we may use, and may permit our third-party service providers to access and use, the Customer Data, as well as any Usage Data that we may collect, in an anonymous and aggregated form ("Aggregate Data") for the purposes of operating, maintaining, managing, and improving our products and services including the Platform and the Services. Aggregate Data does not identify Customer or any individual. You hereby agree that we may collect, use, publish, disseminate, sell, transfer, and otherwise exploit such Aggregate Data.

4.3 Learned Output. If you would like the Platform to learn specific styles and requirements of an Output and use that as an example to improve future Output, then you choose to identify such Output as "Learned Output" in your account settings on the Platform. Once identified as "Learned Output" we will link it with your Customer ID and use it to customize and train our Platform based on the specific styles and requirements of the Learned Output. Notwithstanding anything to the contrary set forth herein, all Learned Output will be stored and retained by us until you or your Authorized Users manually delete it.

4.4 Voice ID. With your opt-in consent, we will record your voice to create a voice ID ("Voice ID") on the Platform. We will store the Voice ID and use it to train the Platform to enable the Platform to recognize your voice when Processing Customer Data so the Platform can assign speaker labels for attribution purposes when creating the Output.

4.5 Data Security. We (and any third-party hosting provider that we may engage) will employ commercially reasonable physical, administrative, and technical safeguards to secure the Customer Data from unauthorized use or disclosure. All Customer Data that we store is encrypted in transit and at rest.

4.6 Retention of Patient Recordings and Customer Data. With respect to your Patient Recordings, you have the option in the Platform settings to choose to (i) delete the Patient Recordings immediately once they are processed by the Platform; or (ii) store the Patient Recordings in the Platform in accordance with the same retention setting you select for the rest of your Customer Data. Subject to the settings you choose with respect to your Patient Recordings, you have the option in the Platform settings to choose to (i) retain your Customer Data in the Platform only for a period of thirty (30) days from the date it was submitted through the Platform; or (ii) retain your Customer Data in the Platform for the Term of this Agreement. If you choose option (i) with respect to Customer Data pursuant to the foregoing sentence, then except as set forth in Section 11.4, after this thirty (30) day period, we will delete your Customer Data; provided, however, your Customer Data will continue to be retained as part of our backup system for a period of seven (7) additional days and it will be deleted based on our data retention policies. You have full control of the options you select pursuant to this Section and you are solely responsible for the options you select.

5. INTELLECTUAL PROPERTY.

As between the Parties, all right, title, and interest in and to the Services, the Platform, the Aggregate Data, and the Usage Data, including all modifications, improvements, adaptations, enhancements, derivatives, or translations made thereto or therefrom, and all intellectual property rights therein, are and will remain the sole and exclusive property of Company. Subject to Section 4, all right, title, and interest in and to Customer Data, Output, and all intellectual property rights therein, will be and remain Customer's sole and exclusive property.

6. CONFIDENTIALITY; FEEDBACK.

6.1 Confidentiality Obligations. At all times, the Receiving Party will protect and preserve the Confidential Information of the Disclosing Party as confidential, using no less care than that with which it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and will not use the Confidential Information for any purpose except to perform its obligations and exercise its rights under this Agreement. The Receiving Party may disclose, distribute, or disseminate the Disclosing Party's Confidential Information to any of its officers, directors, members, managers, partners, employees, contractors, or agents (its "Representatives"), provided that the Receiving Party reasonably believes that its Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party will not disclose, distribute, or disseminate the Confidential Information to any third party, other than its Representatives, without the prior written consent of the Disclosing Party. The Receiving Party will at all times remain responsible for any violations of this Agreement by any of its Representatives. If the Receiving Party is legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. If such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the provisions of this Section, the Receiving Party may furnish only that portion of the Confidential Information which it is advised by its counsel is legally required to be disclosed, and will use its best efforts to insure that confidential treatment will be afforded such disclosed portion of the Confidential Information.

6.2 Feedback. During the Term, you and your Authorized Users may elect to provide us with feedback, comments, and suggestions with respect to the Services, or the Platform ("Feedback"). Customer agrees that Company will be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback without compensation or attribution to Customer or any Authorized User.

7. REPRESENTATIONS AND WARRANTIES; OUR DISCLAIMER.

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that: (i) to the extent it is an entity, it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; (ii) the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby constitute a valid and binding agreement of such Party; (iii) the individual accepting this Agreement on behalf of a legal entity has the authority to bind such entity to this Agreement; (iv) it has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder; and (v) it will perform its obligations under this Agreement in compliance with all Applicable Laws.

7.2 Additional Representations and Warranties of Company. In addition to the representations and warranties set forth in Section 7.1, Company represents and warrants that the Professional Services and support services shall be performed in a professional and workmanlike manner.

7.3 Representations and Warranties of Customer. In addition to the representations and warranties set forth in Section 7.1, Customer represents and warrants that: (i) Customer has all rights and permissions necessary for Customer to provide Company with or grant Company access to and use of all Customer Data, (ii) Customer has obtained all necessary and appropriate consents, permissions, and authorizations in accordance with all applicable laws and regulations with respect to the Customer Data provided hereunder, including but not limited to, consents from patients, their parents and/or legal guardians, including written consents to record patient visit sessions and authorization for the use, exchange and disclosure of PHI (collectively, "Consents"); (iii) Customer will maintain records of such Consents for the time period required by Applicable Law; and (iv) Customer and its Authorized Users shall not provide, submit or otherwise Process any Part 2 Data through the Platform. Upon Company's written request, Customer shall provide copies of such Consents to Company.

7.4 Our Disclaimer. ALTHOUGH THE OUTPUT CAN BE USED AS AN AID TO CUSTOMER AND ITS AUTHORIZED USERS TO MAKE INFORMED BUSINESS DECISIONS, THE OUTPUT IS NOT MEANT TO SUBSTITUTE LEGAL OR BUSINESS ADVICE OR CUSTOMER'S OR ANY AUTHORIZED USER'S EXERCISE OF THEIR OWN BUSINESS JUDGMENT. ANY SUCH DECISIONS OR JUDGMENTS ARE MADE AT SUCH PARTY'S SOLE DISCRETION AND ELECTION. YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM HAS NOT BEEN DESIGNED TO PROCESS PART 2 DATA, AND YOU AND YOUR AUTHORIZED USERS' AGREE NOT TO USE THE PLATFORM TO PROCESS ANY PART 2 DATA. WE WILL NOT HAVE, AND WE SPECIFICALLY DISCLAIM ANY LIABILITY THAT MAY RESULT FROM YOUR OR YOUR AUTHORIZED USER'S USE OF THE PLATFORM TO PROCESS PART 2 DATA. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 AND SECTION 7.2, THE SERVICES, THE PLATFORM, THE OUTPUT, ANY BETA FEATURES, THEIR COMPONENTS, ANY DOCUMENTATION, AND ANY OTHER MATERIALS AND INFORMATION PROVIDED BY COMPANY HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND NEITHER COMPANY NOR OUR SUPPLIERS OR SERVICE PROVIDERS MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND COMPANY HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, COMPLETENESS, CURRENTNESS, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THE SERVICES, THE PLATFORM, AND THE OUTPUT ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR

PREVENT ANY DISEASE OR HEALTH CONDITION. YOU AND YOUR AUTHORIZED USERS ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY MEDICAL CONCLUSIONS OR TREATMENT DECISIONS YOU MAKE BASED UPON ANY OUTPUT PROVIDED AND/OR MADE AVAILABLE THROUGH THE PLATFORM AND THE SERVICES. THE PLATFORM, THE SERVICES AND THE OUTPUT IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. COMPANY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION TO YOU OR ANY AUTHORIZED USER REGARDING THE USE OR PERFORMANCE OF THE SERVICES, THE PLATFORM, OR ANY COMPONENT THEREOF OR ANY OUTPUT PRODUCED BY THE PLATFORM. COMPANY WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE PLATFORM, THE SERVICES AND/OR THE OUTPUT. COMPANY IS NOT RESPONSIBLE FOR ANY DECISIONS TAKEN BY YOU OR ANY OF YOUR AUTHORIZED USERS BASED ON THE OUTPUT PRODUCED AND/OR MADE AVAILABLE THROUGH THE PLATFORM. CUSTOMER AND EACH AUTHORIZED USER AGREES THAT ITS USE OF THE SERVICES, THE PLATFORM, THE OUTPUT, OR ANY COMPONENT THEREOF IS ENTIRELY AT ITS OWN RISK. TO THE EXTENT THAT WE MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

8. LIMITATION OF LIABILITY.

8.1 Liability Exclusion. SUBJECT TO SECTION 8.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

8.2 Limitation of Damages. SUBJECT TO SECTION 8.3, EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO COMPANY BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

8.3 Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 8.1 AND SECTION 8.2 SHALL NOT APPLY TO: (i) A PARTY'S INDEMNIFICATION OBLIGATIONS; (ii) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (iii) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; OR (iv) CUSTOMER'S FAILURE TO PAY ANY UNDISPUTED SUMS DUE HEREUNDER OR BREACH OF SECTION 2.5 (RESTRICTIONS ON USE).

9. INDEMNIFICATION.

9.1 Indemnification by Customer. You will indemnify, defend, and hold Company, our Affiliates, our suppliers and service providers, and our and their respective Representatives harmless from

and against any and all liabilities, costs, and expenses (including reasonable attorneys' fees) ("Losses") incurred by any of such parties in connection with any third-party action, claim, or proceeding (each, a "Claim") arising from your or any of your Authorized Users' (i) breach or violation of this Agreement, including any of your representations and warranties hereunder; (ii) alleging that the use of the Customer Data in accordance with this Agreement infringes, violates, or misappropriates any third-party intellectual property or privacy rights; (iii) failure to gather patient consent for use of the Product; and/or (vi) gross negligence or willful misconduct.

9.2 Indemnification by Company. Company will indemnify, defend, and hold Customer and its Representatives harmless from and against any and all Losses incurred by any such parties in connection with any Claim (i) arising from Company's gross negligence or willful misconduct, or (ii) alleging that the Platform, the API or your access thereto infringes or misappropriates any third-party intellectual property rights (an "Infringement Claim"). In the event that we reasonably determine that the Platform is likely to be the subject of a third-party Claim, we will have the right (but not the obligation), at our own expense, to: (a) procure for you the right to continue to use the Platform as provided in this Agreement; (b) replace the infringing components of Platform with other components with equivalent functionality; or (c) suitably modify the Platform so that it is non-infringing and functionally equivalent. If none of the foregoing options are available to us on commercially reasonable terms, we may terminate this Agreement and provide you a pro-rate refund of unused portion of any Fees that you have prepaid. Notwithstanding the foregoing, we are not obligated to indemnify, defend, or hold Customer or its Representatives harmless with respect to any Infringement Claim to the extent the Infringement Claim arises from or is based upon (w) your or your Authorized Users' use of the Platform not in accordance with the Documentation or this Agreement; (x) any unauthorized modifications, alterations, or implementations of the Platform made by or on behalf of Customer (other than by Company); (y) use of the Platform in combination with unauthorized modules, apparatus, hardware, software, or services not supplied or expressly permitted in writing by us; or (z) use of the Platform in a manner or for a purpose for which it was not designed. This Section 9.2 states Customer's sole and exclusive remedy, and our sole and exclusive liability, regarding any Infringement Claim.

9.3 Procedure. The indemnification obligations set forth in Section 9.1 and Section 9.2 are subject to the indemnified Party: (i) promptly notifying the indemnifying Party of the Claim (provided that failure to provide prompt written notice to of such Claim will not alleviate the indemnifying Party of its obligations under this Section 9 to the extent any associated delay does not materially prejudice or impair the defense of the related Claim); (ii) providing the indemnifying Party, at its sole cost and expense, with reasonable cooperation in the defense of the Claim; and (iii) providing the indemnifying Party with sole control over the defense and negotiations for a settlement or compromise of the Claim, provided that the indemnifying Party may not make any admission of liability on behalf of the indemnified Party without the indemnified Party's approval.

10. FEES AND PAYMENT.

10.1 Fees and Taxes. All Fees are due and payable as set forth below. Fees are in addition to and do not include any federal, provincial, or local sales, PST, GST, HST, VAT, foreign withholding, use, property, excise, service, or similar transaction taxes ("Taxes") now or hereafter levied, all of which will be for your account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to us prior to the execution of this Agreement. If we are required to collect and remit Taxes on your behalf, we will invoice you for such Taxes, and you will pay us for such Taxes in accordance with Section 10.2. You hereby agree to defend, indemnify, and hold harmless us, our suppliers, our hosting providers, and our and their respective officers, directors, managers, employees, contractors and agents from any and all liabilities, costs, and expenses (including reasonable attorneys' fees) in connection with any Taxes and

related costs, interest, and penalties paid or payable by us on your behalf. For the avoidance of doubt, we will only be responsible for any taxes related to our income, property, franchise, or employees.

10.2 Payments. We will invoice you for the Fees and any applicable Taxes. All amounts are due and payable to us in accordance with the payment terms set forth on Schedule A without setoff or deduction. All amounts due under this Agreement shall be paid by credit card, ACH or wire transfer, or other payment method agreed to by us in writing. If you choose to pay by credit card, you hereby authorize us to charge your credit card on file for the Fees, Expenses and applicable Taxes in accordance with this Section. You further authorize us to use a third party to process such payments, and hereby consent to the disclosure of your billing information to such third party. You shall promptly provide us with updated credit card information in the event that your credit card on file is no longer valid. If the credit card information on file with us is not valid at any time during the Term, or if your credit card cannot be processed on any payment date, (i) you hereby authorize us to continue to attempt to charge the amounts due until such amounts are paid in full; and (ii) we reserve the right to immediately terminate this Agreement, or suspend Authorized User(s) access to the Services, in whole or in part, at our sole discretion.

10.3 Expenses. You will reimburse us for any reasonable, documented, out-of-pocket expenses ("Expenses") actually incurred by us in connection with the performance of the Services that you have approved in advance, that are set forth in the applicable Statement of Work.

10.4 Late Payments. In the event that any invoiced amount is not received by us by the due date as set forth in Section 10.2, then without limiting our rights and remedies, we may: (i) charge interest on the outstanding balance (at a rate not to exceed the lesser of one percent (1%) per month or the maximum rate permitted by law); (ii) condition future provision of Services on payment terms shorter than those specified in Section 10.2; (iii) suspend the Services pursuant to Section 11.3; and/or (iv) terminate this Agreement in accordance with and pursuant to Section 11.2.

10.5 Non-Refundable. Unless otherwise expressly provided for in this Agreement, all Fees paid under this Agreement are non-refundable.

10.6 No Contingency for Future Commitments. You agree that payment of the Fees under this Agreement is not contingent on the delivery of any future Platform functionalities, or features, or any other future commitments.

11. TERM AND TERMINATION.

11.1 Term. The initial term of this Agreement commences on the Effective Date and continues in full force and effect for a period of one (1) year, unless earlier terminated pursuant to Section 11.2 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew for a successive one (1) year renewal terms (each, a "Renewal Term" and collectively, with the Initial Term, the "Term"), unless either Party notifies the other Party of its intent to not renew at least thirty (30) days prior to the expiration of the then-current Term.

11.2 Termination.

11.2.1 Either Party may terminate this Agreement: (i) upon thirty (30) days' notice to the other Party if the other Party breaches a material term of this Agreement, and the breach remains uncured at the expiration of such thirty (30) day period; or (ii) immediately, if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors.

11.2.2 We may terminate this Agreement upon written notice to you under the limited circumstances set forth in Section 9.2.

11.3 Suspension for Non-Payment. We may suspend the Services upon written notice to you if any undisputed invoiced amount due to us is past due. We will not suspend the Services while you are disputing any invoiced amount due to us reasonably and in good faith and are cooperating diligently to resolve the dispute. If the Services are suspended for non-payment, we may charge a re-activation fee to reinstate the Services. You will promptly reimburse us for any reasonable expenses of collection, including costs, disbursements, and reasonable outside legal fees we incur, to the extent necessitated by your refusal to pay any invoiced amounts that you are not disputing in good faith.

11.4 Effect of Termination. Upon termination of this Agreement: (i) we will stop providing the Services, and you will stop all access to and use of the Platform and the Services; (ii) you will promptly pay all unpaid Fees and applicable Taxes due through the end of the Term; and (iii) each Party will either return to the Disclosing Party (or, at such Disclosing Party's instruction, destroy and provide such Disclosing Party with written certification of the destruction of) all documents, computer files, and other materials containing any of such Disclosing Party's Confidential Information that are in the Receiving Party's possession or control. Within thirty (30) days of the termination of this Agreement, upon your written request, we will reasonably assist you with an export of Customer Data that is in our possession or control in a format mutually agreeable to the Parties. After this thirty (30) day period, we shall have no further obligation to you with respect to the storage of your Customer Data and we shall permanently delete such Customer Data, except for any Customer Data that may be in our backup systems which shall be deleted in accordance with our data retention policies.

11.5 Survival. The following provisions will survive termination of this Agreement: Section 1 ("Definitions"), Section 4 ("Customer Data"), Section 5 ("Intellectual Property"), Section 6 ("Confidentiality; Feedback"), Section 7 ("Representations and Warranties; Our Disclaimer"), Section 8 ("Limitation of Liability"), Section 9 ("Indemnification"), Section 11.4 ("Effect of Termination"), this Section 11.5 ("Survival"), and Section 12 ("General Provisions").

12. GENERAL PROVISIONS.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party; provided, however, that Company may, upon written notice to you, assign or otherwise transfer this Agreement: (i) to any of its Affiliates; or (ii) in connection with a change of control transaction (whether by merger, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise). Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.2 Waiver. No failure or delay by either Party in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy.

12.3 Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to conflict of law principles. Each Party hereby irrevocably and unconditionally agrees that any legal action or suit related to this Agreement may be brought in any state or federal court of competent jurisdiction sitting in the State of California.

12.4 Notices. All notices that we are required to give you under this Agreement may be given via your dashboard on the Platform, and will be effective as of the date we post such notice. All notices that you are required to give us under this Agreement must be in writing and will be delivered either personally or by e-mail or national overnight courier. Notices from you will be effective upon actual delivery to and receipt by us.

12.5 Independent Contractors. The Parties are independent contractors. Neither Party will be deemed to be an employee, agent, partner, joint venture, or legal representative of the other Party for any purpose, and neither Party will have any right, power, or authority to obligate the other Party.

12.6 Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement will remain in full force and effect. Any provision of this Agreement, which is unenforceable in any jurisdiction, will be ineffective only as to that jurisdiction, and only to the extent of such unenforceability, without invalidating the remaining provisions hereof.

12.7 Force Majeure. Neither Party will be deemed to be in breach of this Agreement for any failure or delay in performance to the extent caused by reasons beyond its reasonable control, including, but not limited to, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, terrorism, embargo, fire, flood, strike or other labor disturbance, COVID-19, quarantine restrictions, freight embargoes, unavailability of or interruption or delay in telecommunications or third-party services, or virus attacks or hackers (collectively, "Force Majeure Event"). When such Force Majeure Event arises, either Party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform. For the avoidance of doubt, nothing in this Section 12.7 shall be construed to excuse any payment obligations hereunder.

12.8 Third-Party Beneficiaries. The Parties agree that there are no third-party beneficiaries under this Agreement.

12.9 Complete Understanding. This Agreement together with all attached Schedules, constitutes the final and complete agreement between you and us regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations, or agreements between us, whether oral or written, including, without limitation, any confidentiality or non-disclosure agreements.

IN WITNESS WHEREOF, the Parties have set their hands as of the day and year first above written.

Freed Inc.

Memorial Medical Center

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A

- **Number of Users:** Twelve (12). The Customer may increase the number of Users at any time during the Term. Any additional users will be subject to the terms of this contract.
- **Fees:** \$9,979.20 for the 12 - user cohort. This discounted fee is based on an annual payment commitment and a volume discount for the agreed number of users, with a 30% discount from our standard rate of \$99 per user per month.
- **Payment Terms:** The first of four quarterly payments is required upon the commencement of each year of this Agreement. Payments can be made through Stripe, with details provided separately.

Miscellaneous terms and conditions

- Customer may switch licenses amongst the user cohort. For example, if 3 of the 12 users decide they do not want to continue using Freed after three months, Customer may add 3 new users onto the account at no additional cost.

SCHEDULE B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is by and between Freed Inc. ("Business Associate"), and Memorial Medical Center ("Covered Entity"), and is effective as of the Effective Date.

WHEREAS, the parties have entered into a Software as a Service Agreement ("SaaS Agreement") pursuant to which Business Associate will provide certain services to, for, or on behalf of Covered Entity involving the use or disclosure of Protected Health Information ("PHI"), and pursuant to such Platform Agreement, Business Associate may be considered a "business associate" of Covered Entity; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Platform Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information promulgated thereunder by the U.S. Department of Health and Human Services at 45 CFR § 160 and § 164 (the "HIPAA Rules"), and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), in each case as amended from time to time; and

WHEREAS, the purpose of this BAA is to satisfy certain standards and requirements of the HIPAA Rules and the HITECH Act, as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

Terms used but not otherwise defined in this BAA shall have the same meaning as set forth in 45 CFR Parts 160, 162 and 164, or the HITECH Act.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate agrees to only Use or Disclose PHI as necessary in order to perform the services set forth in the Platform Agreement, as permitted under this BAA, or as Required by Law. Business Associate shall have the right to de-identify any and all PHI, provided that Business Associate implements a de-identification process that conforms to the requirements of 45 C.F.R. 164.514(a)-(c) ("De-identified Data"). Business Associate may Use or Disclose such De-identified Data to third parties at its discretion, as such De-identified Data does not constitute PHI and is not subject to the terms of this BAA.

b. Nondisclosure. Business Associate shall not Use or further Disclose PHI other than as permitted or required by this BAA.

c. Safeguards. Business Associate shall use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

d. Reporting of Disclosures; Mitigation. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which Business Associate becomes aware. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

e. Business Associate's Agents. Business Associate shall ensure that any subcontractors, to whom it provides PHI received from (or created or received by Business Associate on behalf of) Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

f. Availability of Information to Covered Entity. Business Associate shall make available to Covered Entity (or, as directed by Covered Entity, to an Individual) such information as Covered Entity may request, and in the time and manner designated by Covered Entity, to fulfill Covered Entity's obligations (if any) to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and the HIPAA Rules, including, but not limited to, 45 CFR §§ 164.524 and 164.528.

g. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, to fulfill Covered Entity's obligations (if any) to amend PHI pursuant to HIPAA and the HIPAA Rules, including, but not limited to, 45 CFR § 164.526, and Business Associate shall, as directed by Covered Entity, incorporate any amendments to PHI into copies of such PHI maintained by Business Associate.

h. Internal Practices. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and the HIPAA Rules.

i. Documentation of Disclosures for Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. Access to Documentation for Accounting. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information documented in accordance with Section 2(i) of this BAA in a time and manner as to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

k. Notification of Breach. During the Term of this BAA, Business Associate shall notify Covered Entity within ten (10) days of Discovery of any Breach of Unsecured PHI. Business Associate further agrees, consistent with Section 13402 of the HITECH Act, to provide Covered Entity with information necessary for Covered Entity to meet the requirements of said section, and in a manner and format to be specified by Covered Entity.

l. Minimum Necessary. When using, disclosing, or requesting PHI from the Covered Entity, or in accordance with any provision of this BAA, Business Associate shall limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

3. Obligations of Covered Entity.

a. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the BAA and this BAA, in accordance with the standards and requirements of HIPAA and the HIPAA Rules, until such PHI is received by Business Associate.

b. Upon request, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

c. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses or disclosures.

d. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, if such restriction affects Business Associate's permitted or required uses or disclosures.

4. Term and Termination.

a. Term. The Term of this BAA shall become effective as of the Effective Date and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section. The provisions of this BAA shall survive termination of the BAA to the extent necessary for compliance with HIPAA and the HIPAA Rules.

b. Material Breach. A material breach by either party of any provision of this BAA shall constitute a material breach of the BAA, if such breach is not cured by the breaching party within thirty (30) days of receipt of notice describing the material breach.

c. Reasonable Steps to Cure Breach. If either party learns of an activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under the provisions of this BAA, then the non-breaching party shall notify the breaching party of the breach and the breaching party shall take reasonable steps to cure such breach or violation, as applicable, within a period of time which shall in no event exceed thirty (30) days. If the breaching party's efforts to cure such breach or violation are unsuccessful, the non-breaching party shall either terminate the BAA, if feasible, or if termination of the BAA is not feasible and the breaching party has violated the HIPAA Rules, the non-breaching party may report the breaching party's breach or violation to the Secretary.

d. Judicial or Administrative Proceedings. Either party may terminate the BAA, effective immediately, if the other party is named as a defendant in a criminal proceeding for an alleged violation of HIPAA, or a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

e. Effect of Termination.

i. Subject to Section 11.4 of the Agreement, except as provided in paragraph (e)(2) of this Section or if required by law or regulation to be maintained by Business

Associate, upon termination of the BAA for any reason, Business Associate shall return at Covered Entity's expense or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. The obligations of Business Associate under this Section shall survive the termination of the BAA.

5. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of the BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Rules, the HITECH Act, and other applicable laws relating to the security or confidentiality of PHI. Upon the request of either party, the parties shall promptly enter into negotiations concerning the terms of an amendment to the BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, the HITECH Act, or other applicable laws relating to security and privacy of PHI. Either party may terminate the BAA upon thirty (30) days' written notice in the event the other party does not promptly enter into negotiations to amend the BAA when requested pursuant to this Section, or does not enter into an amendment to the BAA providing assurances regarding the safeguarding of PHI that satisfy the standards and requirements of HIPAA, the HIPAA Rules, the HITECH Act, or any other applicable laws relating to security and privacy of PHI.

6. No Third Party Beneficiaries. Nothing in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever and no other person or entity shall be a third party beneficiary of this BAA.

7. Effect on BAA. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the BAA shall remain in full force and effect.

8. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Rules and any other applicable law relating to security and privacy of PHI. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

9. Regulatory References. A reference in this BAA to a section in the HIPAA Rules or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

SCHEDULE C

STATEMENT OF WORK NO. []

This Statement of Work ("SOW") is entered into effective as of [●], 2024 ("SOW Effective Date") by and between Company and Customer. This Statement of Work is entered into pursuant to the Master Software as a Service Agreement between the Parties dated [insert date] (the "Agreement"). Capitalized terms not defined in this Statement of Work are as defined in the Agreement.

[NOTE: TO BE COMPLETED IF RELEVANT]

PROJECT NUMBER:

DESCRIPTION OF PROJECT:

SPECIFICATIONS:

PROJECT FEES:

DELIVERABLES AND DELIVERABLE TIMETABLE:

IN WITNESS WHEREOF, the Parties have executed this SOW as of the day and year first above written.

Freed Inc.

[Customer]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SERVICE ORDER

This Service Order is entered into by and between Multiview Corporation ("Multiview") having a place of business at 1111 Prince of Wales Drive, Suite 302, Ottawa, Ontario, Canada K2C 3T2, and Memorial Medical Center ("Client") having a place of business at 815 N Virginia Street, Port Lavaca, TX 77979 USA.

The products and services provided by Multiview pursuant to this Service Order are governed by and subject to the terms of the Multiview Master Subscription Agreement (the "Agreement") attached hereto. No terms or conditions set forth on any Client, reseller, or other purchase order, quote or preprinted form or document shall add to or vary the terms and conditions of the Agreement, and all such terms or conditions shall be null and void. To the extent of any conflict or inconsistency between the terms of the Agreement and this Service Order, the terms of this Service Order shall prevail.

Service Start Date: Cloud Deployment Date	Subscription Period: 5 years

Product and Pricing Table:

Application/Functional Unit	Quantity	Unit Price - Monthly	Total - Monthly	Total - Annual
Core Accounting	3	\$ 290.00	\$ 870.00	\$ 10,440.00
Business Intelligence	1	\$ 94.00	\$ 94.00	\$ 1,128.00
Purchase Order	3	\$ 69.00	\$ 207.00	\$ 2,484.00
Inventory Management	3	\$ 69.00	\$ 207.00	\$ 2,484.00
Desktop System Administrator	1	\$ 49.00	\$ 49.00	\$ 588.00
Reporting and Approvals (Portal)	30	\$ 19.00	\$ 570.00	\$ 6,840.00
Requisition Entry - 1-500 employees (Portal)	30	\$ 416.67	\$ 416.67	\$ 5,000.04
Budgeting and Forecasting Administrator	1	\$ 134.00	\$ 134.00	\$ 1,608.00
Payroll 360	1	\$ 200.00	\$ 200.00	\$ 2,400.00
Infrastructure Technology	1	\$ 700.00	\$ 700.00	\$ 8,400.00
Intelligent Capture based on invoice quantity	1000	\$ 1,685.10	\$ 1,685.10	\$ 20,221.20
Net Annual Subscriptions			\$ 5,132.77	\$ 61,593.24
Term (years)	5			
Total Contracted Subscriptions				\$ 307,966.20

Professional Services:

As agreed to in Statement of Work		\$124,500.00
Discount (not including Intelligent Capture)	100.00%	-\$116,500.00
Total Professional Services		\$8,000.00

Contract Totals

Total Contracted Subscription Amount	\$ 307,966.20
Total Professional Services	\$8,000.00
Total Contract Payments Due	\$ 315,966.20

Payment Table:

Upon Effective Date	\$ 69,593.24
1st anniversary of Cloud Deployment	\$ 61,593.24
2nd anniversary of Cloud Deployment	\$ 61,593.24
3rd anniversary of Cloud Deployment	\$ 61,593.24
4th anniversary of Cloud Deployment	\$ 61,593.24
Total Payments	\$ 315,966.20

The parties have caused this Service Order to be executed by their duly authorized representatives effective as of the date of the last signature:

MULTIVIEW CORPORATION**MEMORIAL MEDICAL CENTER**

By: _____

By: _____

Print Name: Michael Johnson

Print Name: _____

Title: President and CEO

Title: _____

Date: _____

Date: _____



STATEMENT OF WORK

This Statement of Work ("SOW") is between Multiview Corporation ("Multiview") having a place of business at 1111 Prince of Wales Drive, Suite 302, Ottawa, Ontario, Canada K2C 3T2, and Memorial Medical Center ("Client") having a place of business at 815 N Virginia Street, Port Lavaca, TX 77979 USA.

The SOW as described herein is agreed to by both parties as sufficient and requested.

This SOW is incorporated into the Agreement between parties. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Agreement.

Purpose

Multiview commits to the following Consulting Service deliverables for Client.

Project Scope

Multiview will provide Consulting Services to assist Client in converting from their existing financial software to the Multiview Financials Software cloud-based software as a service.

PART OF SCOPE	MODULE NAME	DESCRIPTION
X	Data Conversion	The data to be converted from the legacy system to the Multiview Financial Software. The standard conversion consists of General Ledger for account balances and transactions for the current and prior year, accounts receivable for customers and open invoice amounts by Customer, and accounts payable for vendors and open invoice amounts by Vendor
1	Company	The count of business entities whose staff will require access to Multiview as a consumer of the Multiview service.
X	General Ledger	The main accounting record of a company or organization. Development of Profit & Loss statement, Balance Sheet and Cash Flow Statement.
X	Accounts Payable	Vendor invoice management and payment functionality
X	Accounts Receivable	Customer invoicing and payments management
X	Workflow Approvals	Automation of routing electronic approvals within a module
X	Fixed Assets	Accounting of Long-Term assets
X	Purchase Order	Purchase Order functionality
X	Requisition	Requisitions functionality
X	Inventory	Materials management functionality
	Employee Expense Management	Employee Expense processing
X	Budget & Forecasting	Embedded Budgeting and Forecasting
	Project Management	Project Accounting functionality
	Work Order Management	Work Order Processing
	Cost Accounting	Cost Accounting functionality
X	View Source 360	The Data Warehouse offering allowing for foreign data sources to be aggregated and input into the Multiview Financial Software.

FORMS CONVERSION	IN SCOPE
Accounts Payable	
Accounts Payable Checks	(2 formats)
ACH/EFT	(2 formats)
Accounts Receivable	
Statements	(1 format)
Invoices	(1 format)
Bank Interface	
BAI Bank Interface	(2 Bank Institutions)

INTERFACE CONSULTING SERVICES	NOTE
Interface 1: TruBridge Bundle	
Perform technical coding & changes as agreed upon with Client	Multiview interface development assumes Client provides data feeds (pushed to MV) or API documentation
Install Interfaces on Client's test & production databases	

The following services will be provided for test conversions and the first use by the Client using any part of the Service in their live production environment ("First Productive Use" or "FPU") conversion

- Database transfer facility between Multiview and Client server using secure FTP
- Conversion of historical data as described herein
- Corrections and data re-load per direction of Client until 30 days after FPU

Training and Documentation:

All functional training videos will be available to Client after First Productive Use for their own ongoing use. Multiview can be contracted for training in addition to the standard training methodology if requested by Client during or post Implementation.

On Premise Services

When requested, Multiview Professional Services are available to provide on-premise services on a time and materials basis, at Multiview's prevailing hourly rate.

On Premise Services	
Training	N/A
Professional Services	N/A

Historical data

The Client has access to, an understanding of, and will provide to Multiview on a timely basis, all historical data that is in the scope of data conversion activities of the project.

General Ledger	Account balances
	Transactions for the current and prior year only

Accounts Receivable	Customers
	Open items (remaining balance amount by Customer)
Accounts Payable	Vendors
	Open items (remaining balance amount by Vendor)

Assumptions

For the modules in this Statement of Work Schedule, an agreed upon FPU date will be referenced within the Project Plan in collaboration with Client. This project will deliver in-scope functionality incrementally.

Client will be required to sign off on the "FPU checklist" to indicate that all preparations in that project phase are completed. The FPU checklist is a consolidation of various approval milestones found within the project plan.

Data conversion quality assurance

The Client's designated personnel are available, and have the necessary background and knowledge, to perform audits and tests of all data conversion processes and outputs.

The parties have caused this Statement of Work to be executed by their duly authorized representatives effective as of the date both Parties have signed.

MULTIVIEW CORPORATION

MEMORIAL MEDICAL CENTER

By: _____

By: _____

Print Name: Michael Johnson

Print Name: _____

Title: President and CEO

Title: _____

Date: _____

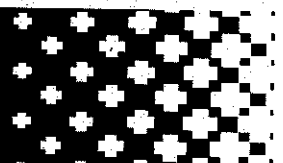
Date: _____

FACILITY UPDATES

- **FEDLogic Federal and State Benefit Navigation:** FEDLogic is an advocacy service now available to MMC employees through our CHIC affiliation. This program gives the employee access to a team of experts who can assist in understanding federal and state benefit options such as Medicare, Medicaid, Disability, Critical Illness Coverage, and Survivor's Benefits. FEDlogic does not sell, endorse, or promote any products or services. See attached flyer for more information on the program.
- **Relocated Gift Shop Open for Business:** The Volunteers Gift Shop was closed for the month of January for its relocation. They reopened their doors on Monday, February 3rd. The shop carries a variety of items including gifts, health and beauty items, Coca-Cola products, and Simplified Soap merchandise. The Volunteers run a non-profit organization that reinvests all proceeds back into the community and the hospital.
- **Memorial Medical Clinic EHR Transition:** The transition from eMDs to Thrive Provider EHR (CPSI) is scheduled for Monday, March 3rd. The clinic has been very busy training and preparing for this change.

FINANCIAL RESPONSIBILITY

- **Lavaca Bay Nursing and Rehabilitation Amendment to Management Agreement:** We received a request from Regency Integrated Health Services to change from the 65/35 split that we had with Bethany to a 70/30 split to align with all of their other QIPP partners.
- **2024 Financial Audit by Forvis Mazars:** Forvis Mazars has been engaged to audit the financial statements of Memorial Medical Center for the year ended 12/21/2024. The audit began this month, and auditors were on site 2/20/2025. Planned timing expects draft financial statements to be ready early May 2025 with report being given mid to late May. See attached Communication to the Board of Managers and Management.
- **NTrust Complete Billing Office:** Our go live with nTrust CBO was January 6th. We did experience a lag in payments as expected when switching billing procedures, but that has caught up and the process is working well. With this package comes a report system called EHR Analytics. This is an embedded solution within our current EHR that contains reports and insight for Accounts Receivable, Ancillary, Billing, Census, Clinical, Emergency Department, and Pharmacy. We are doing training now and I anticipate reports and dashboards coming from this program to be very useful to administration and the Board.



COMMUNITY

- **Sam Houston State University College of Osteopathic Medicine Preceptor Program:** We have begun our preceptorship program with SHSU-COM. Our physicians are now able to precept 3rd and 4th year medical students in the DO program.
- **American Heart Association's Crossroads Heart & Stroke Walk:** 15 MMC Employees and their family and friends completed the Crossroads Heart and Stroke Walk 5K on Saturday, February 1st.



Pictured left to right: Bottom Row: Tiki Falcon, Adrianna Galvan, Erin Clevenger, Pam Fikac, Mimi Nguyen-Abraham and son Eli.

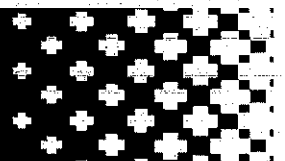
Top Row: Deborah Townley, Lisa Hinojosa, Sara Bledsoe, Farah Janak, Hannah Davis, Marissa Almanzar, Steve Brock, Anne Marie Odefey

EMPLOYEE ACTIVITIES TEAM

- Valentine's Candy Grams
- Super Bowl Basket Raffle
- Valentine's Bake Sale
- NFL Jersey Day

AGENDA ITEMS

- Hospital District Update
- HVAC Update
- Management Agreement Amendment with Lavaca Bay Nursing and Rehabilitation
- Financial Software Purchase
- Clinic AI Scribe Software





Federal & State Benefit Navigation

A team of experts, ready to help.

FEDlogic is an advocacy service provided by your employer that gives you access to a team of experts who can assist you in understanding federal and state benefit options. FEDlogic's experts have worked for the Social Security Administration and have spent years mastering these policies from the inside out. Without education and advocacy, many individuals don't take advantage of all the benefits available to them. FEDlogic's experts can provide you with peace of mind, ensuring that you identify and maximize all of your benefits. FEDlogic does not sell, endorse, or promote any products or services. FEDlogic is a team of unbiased advocates with decades of experience, here to help!

Medicare	Retirement	Disability
Healthcare.gov	SSI	Medicaid
Critical Illness	Dialysis	ALS
Survivor's Benefits	Veteran's Benefits	Tribal Benefits
COBRA	Premature Baby	Catastrophic Claims

Reasons to call an expert

- You're approaching or have reached age 65 and want help navigating Medicare
- You're 62+ and want to maximize your retirement benefits or plan for the future
- You or a family member have been diagnosed with a critical illness or disability
- You have a child born prematurely and is in the NICU
- You have lost a spouse and need help navigating survivor's benefits
- You are unable to work or have lost affordable health coverage

How it works

1

Make a phone consultation appointment

Call us at 877-837-4196 or scan the QR code to schedule a phone consultation with one of our experts. Be sure to make the appointment at a time when family members are available to listen and ask questions as well. Calls typically last an hour and are unlimited, confidential, and free.

2

Tell us your story, ask questions, and learn

You don't have to wade through tons of complex and confusing information to figure out what applies to you. We take the time to listen to your story and understand your needs, concerns, and goals. Then, we empower you with the unbiased information you need to maximize your benefits and make the best decision for your situation.

3

Enroll in your benefits

Once you feel confident you have all the information you need to make the best decision for you and your family, we'll walk you through the application and approval process.

4

Have Peace of Mind

Without education and advocacy, many people don't tap into all the Social Security and Medicare benefits they've paid into during a lifetime of employment. You'll have the peace of mind knowing that you're getting all the benefits you deserve. So, sit back, relax and celebrate!

It's all about you.

Our experts are here to help your family navigate federal and state benefits. Our services are provided for you and your family by your employer and are always 100% free, confidential, and unlimited. FEDlogic will never promote, endorse, or sell any type of product or insurance.

877-837-4196

FEDLOGICGROUP.COM
SERVICES@FEDLOGICGROUP.COM

Forvis Mazars Planning Communication to the Board of Managers and Management

Memorial Medical Center

December 31, 2024

Thank You for Selecting Forvis Mazars

We are grateful for the opportunity to serve Memorial Medical Center and gain insight into your operations. This communication provides useful information relevant to your role as those charged with governance of the entity, including summarized information required by professional standards, such as the planned scope and timing of the audit.

Our goal is to establish a foundation for effective two-way communication throughout the audit. We are available at your convenience to discuss this information and answer questions as we begin our audit.

Contacts During the Engagement

We understand the appropriate person in the governance structure with whom to communicate is:

- Ms. Shelia Dierschke, Chairman of the Board

Your audit leader for any questions or communications is:

- Tracy Young | tracy.young@us.forvismazars.com | 713.499.4616

Overview & Responsibilities

Matter	Description of Audit Area
Scope of Our Audit	We have been engaged to audit the financial statements of Memorial Medical Center for the year ended December 31, 2024. Please refer to our contract dated December 20, 2024 for additional information and the terms of our engagement.
Audit Standards & Materiality	We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. References to items that are material refer to misstatements, including omissions, that could, in our professional judgment, reasonably be expected to influence the economic decisions of users made on the basis of the financial statements.
Our Responsibilities	We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with the applicable financial reporting framework.

**forvis
mazars**

Matter	Description of Audit Area
Your Responsibilities	Our audit of the financial statements does not relieve you or management of your responsibilities.
Distribution Restriction	This communication is intended solely for the information and use of Ms. Shelia Dierschke, Chairman of the Board and, if appropriate, management of the entity and is not intended to be, and should not be, used by anyone other than these specified parties.

Planned Timing of the Engagement

We succeed in our engagements by collaborating with management through frequent communication. We require the assistance of management and staff to prepare supporting documents, schedules and analysis and depend on those items to be ready no later than the dates that we mutually agree will meet your deadlines.

We expect to begin our audit in February 2025. We anticipate that our team will be performing activities, both on site and remotely during these dates.

Draft financial statements are expected to be ready early May 2025, and we will issue our report approximately mid to late May 2025.

Planned Audit Scope

We welcome any input you may have regarding the information discussed below. We also welcome any insight you have related to any other risk areas or other significant risk areas you believe warrant particular attention.

Extent of Testing

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Establishing Our Understanding

An audit also includes obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, we will express no such opinion.

Communicating Deficiencies or Significant Matters

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate internal control related matters that are required to be communicated under professional standards.

We will also communicate significant matters arising during the audit of the financial statements that are relevant to you in overseeing the financial reporting process as required by professional standards.

**forv/s
mazars**

Significant Risks of Material Misstatement

We have preliminarily identified the following areas of significant risks of material misstatement due to error or fraud and propose to address these areas as described:

Risk Area(s)	Audit Approach
Management override of controls	Test journal entries, test design effectiveness of controls, and evaluate management estimates for bias, accuracy, and significant fluctuations.
Improper revenue recognition	Test patient service revenue in order to determine proper amount of revenue was recorded during the December 31, 2024 year-end.
Accounts receivable	Challenge management's estimate through an analysis of historical collection experience and evaluation of management's prior year estimate for bias.
Amounts due to and due from third-party payers	Review of correspondence from the administrative contractors, cost report settlement activity, consideration of the expected current year settlement from Medicare, consideration of cut-off and appropriate amounts recored for various Medicaid supplemental payment programs - including QIPP revenues and expenses.

Other Procedures to Be Performed

We may also request written representations from the entity's attorneys as part of the engagement, and they may bill the entity for responding to this inquiry.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

We may identify additional significant risks as we complete our procedures.

Consideration of Error or Fraud

One of the most common questions we receive from governing bodies is, "How do you address fraud in a financial statement audit?" Our responsibility, as it relates to fraud, in an audit of financial statements is addressed in auditing standards generally accepted in the United States of America.

Our audit approach includes such procedures as:

- Engagement team brainstorming
- Inquiries of management and others
 - Reviewing accounting estimates for bias

Memorial Medical Center
Executive Summary
For The Month Ended January 31, 2025

Primary Drivers to Operations

	January 2025	December 2024	Incr/(Decr) From 2024	Nov	Incr/(Decr) From Nov 2024	January 2024	Incr/(Decr) From January 2024	Incr/(Decr) From December 2023	
Admissions	45	41	4		9.8%	59	(14)	-23.7%	↓
Inpatient Days	125	138	(13)		-9.4%	230	(105)	-45.7%	↓
Swing Bed Days	70	29	41		141.4%	22	48	218.2%	↑
Observation Hours	2,758	1,999	759		38.0%	1,667	1,091	65.4%	↑
Traditional Medicare Outpatient %	15.8%	47.8%	-32.0%		-66.9%	18.8%	-3.0%	-16.0%	↓
Emergency Room Visits	904	878	26		3.0%	755	149	19.7%	↑
Outpatient Visits ^a	2,008	1,920	88		4.6%	2,232	(224)	-10.0%	↓
Clinic Visits	2,887	2,708	179		6.6%	2,588	299	11.6%	↑
Total Surgery Cases ⁺	55	53	2		3.8%	68	(13)	-19.1%	↓
Total Radiology Procedures ⁺	1,711	1,548	163		10.5%	1,624	87	5.4%	↑
Total Laboratory Procedures ⁺	39,925	38,884	1,041		2.7%	40,005	(80)	-0.2%	↓
Total Rehab Procedures ⁺	1,897	1,508	389		25.8%	1,210	687	56.8%	↑

^a Includes Inpatient & Outpatient

January 2025 Financials Narrative

- Almost \$8.4 million of patient revenue. ICU patients were up & so were their days. OB & Newborn were also up for January with 10 deliveries. ER visits were over 900. Clinic revenue was higher than ever.
- TruBridge started the nTrust Program on Jan 6. There were a few hiccups. Days were closed late, month end was late and this caused our A/R to increase \$5 million. These have been fixed and cash is now coming in.
- Cash collected on patient accounts was \$1,275,263
- In December, it was \$2,576,347
- Days Cash on Hand – 70.39 days
- Net A/R - \$4,666,077 = 20.1 days
- Accounts Receivable Balances –
 - Hospital - \$16,310,013
 - Clinic - \$231,927
- FTEs per Adjusted Occupied Bed – 5.04

MEMORIAL MEDICAL CENTER
 OPERATING STATEMENT
 FOR THE 1 MONTH ENDING: 01/31/25

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	----- S I N G L E M O N T H -----				----- Y E A R T O D A T E -----			
	ACTUAL	BUDGET	\$ VARIANCE	% VAR	ACTUAL	BUDGET	\$ VARIANCE	% VAR
OPERATING REVENUE								
TOTAL IP REVENUE	798,241	1,069,300	(271,058)	(25)	798,241	1,069,300	(271,058)	(25)
TOTAL OP REVENUE	3,400,510	3,313,582	86,928	2	3,400,510	3,313,582	86,928	2
ER REVENUE	3,546,732	2,882,729	664,003	23	3,546,732	2,882,729	664,003	23
MMC CLINIC	556,057	403,678	152,379	37	556,057	403,678	152,379	37
SPEC CLINIC REVE	84,279	158,372	(74,093)	(46)	84,279	158,372	(74,093)	(46)
TOT PAT REVENUE	8,385,820	7,827,661	558,159	7	8,385,820	7,827,661	558,159	7
REVENUE DEDUCTIONS								
CONTRACTUAL ADJU	3,620,586	3,933,410	312,823	7	3,620,586	3,933,410	312,823	7
CHARITY WRITEOFF	427,154	436,638	9,483	2	427,154	436,638	9,483	2
BAD DEBT EXPENSE	815,554	535,756	(279,798)	(52)	815,554	535,756	(279,798)	(52)
OTHER DEDUCTIONS	316,067	104,118	(211,949)	(203)	316,067	104,118	(211,949)	(203)
TOT REV DEDUCT	(5,179,363)	(5,009,922)	(169,441)	(3)	(5,179,363)	(5,009,922)	(169,441)	(3)
OTHER REVENUE								
CAFETERIA SALES	23,165	23,458	(292)	(1)	23,165	23,458	(292)	(1)
MISCELLANEOUS IN	36,561	52,835	(16,273)	(30)	36,561	52,835	(16,273)	(30)
340B REVENUE	49,369	81,250	(31,880)	(39)	49,369	81,250	(31,880)	(39)
GRANT REVENUE	139,978	6,269	133,709	2132	139,978	6,269	133,709	2132
TOT OTHER REV	249,074	163,812	85,262	52	249,074	163,812	85,262	52
NET REVENUE...	3,455,531	2,981,551	473,980	15	3,455,531	2,981,551	473,980	15

MEMORIAL MEDICAL CENTER
OPERATING STATEMENT
FOR THE 1 MONTH ENDING: 01/31/25

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	----- SINGLE MONTH -----				----- YEAR TO DATE -----			
	ACTUAL	BUDGET	\$ VARIANCE	% VAR	ACTUAL	BUDGET	\$ VARIANCE	% VAR
OPERATING EXPENSE								
SALARIES	1,204,200	1,379,307	175,106	12	1,204,200	1,379,307	175,106	12
EMPLOYEE BENEFIT	514,689	586,140	71,450	12	514,689	586,140	71,450	12
PROFESSIONAL FEE	628,179	427,826	(200,353)	(46)	628,179	427,826	(200,353)	(46)
PURCHASED SERVIC	389,090	442,381	53,290	12	389,090	442,381	53,290	12
SUPPLIES	490,580	396,654	(93,926)	(23)	490,580	396,654	(93,926)	(23)
INSURANCE	10,864	5,999	(4,865)	(81)	10,864	5,999	(4,865)	(81)
UTILITIES	49,940	53,020	3,079	5	49,940	53,020	3,079	5
OTHER EXPENSES	76,166	140,389	64,222	45	76,166	140,389	64,222	45
TOTAL OPER EXP	3,363,711	3,431,716	68,004	1	3,363,711	3,431,716	68,004	1
NET OPER GAIN/	91,820	(450,165)	541,985	120	91,820	(450,165)	541,985	120
NON-OPERATING-REVENUE/EXPENSE								
DEPRECIATION	71,144	71,492	347	0	71,144	71,492	347	0
INTEREST INCOME	34,339	14,125	20,214	143	34,339	14,125	20,214	143
INTEREST EXPENSE	5	172	166	96	5	172	166	96
IGT EXP -OTHER E	9,063	0	(9,063)	(0)	9,063	0	(9,063)	(0)
CONTRIBUTIONS	0	41,667	(41,667)	(100)	0	41,667	(41,667)	(100)
NET GAIN/LOSS	45,946	(466,037)	511,983	109	45,946	(466,037)	511,983	109
NURSING HOME REV	1,435,422	5,569,064	(4,133,642)	(74)	1,435,422	5,569,064	(4,133,642)	(74)
NURSING HOMES FE	1,580,986	5,778,073	4,197,086	72	1,580,986	5,778,073	4,197,086	72
NURSING HOME UPL	320,207	652,667	(332,459)	(50)	320,207	652,667	(332,459)	(50)
IGT EXP NH UPL	73,000	390,829	317,828	81	73,000	390,829	317,828	81
NURSING HOME G	101,642	52,829	48,813	92	101,642	52,829	48,813	92
NET GAIN/(LOSS)	147,589	(413,208)	560,797	135	147,589	(413,208)	560,797	135

MEMORIAL MEDICAL CENTER
BALANCE SHEET
FOR THE MONTH ENDING: 01/31/25

	This Year 01/31/25	Last Year 01/31/24	Last Month 12/31/24
CURRENT ASSETS			
CASH			
OPERATING FUND	463,486	1,598,308	993,536
SHORT TERM SAVINGS	1,063,786	606,605	2,058,288
LONG TERM RESERVES	4,771,332	3,106,224	4,752,930
NURSING HOME CASH	1,134,439	3,117,890	734,849
	-----	-----	-----
TOTAL CASH.....	7,433,044	8,429,028	8,539,605
ACCOUNTS RECEIVABLE			
PATIENT ACCOUNTS RECEIVABLE	16,310,013	12,546,083	11,700,762
PATIENT ACCOUNTS RECEIVABLE CLINIC	231,927	685,272	526,210
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(11,875,863)	(8,043,766)	(9,204,870)
MISC ACCOUNTS RECEIVABLE	6,689,025	13,475,959	6,641,915
QIPP RECEIVABLE	7,960,079	6,330,243	8,180,750
	-----	-----	-----
TOTAL ACCOUNTS RECEIVABLE.....	19,315,182	24,993,792	17,844,768
	-----	-----	-----
CENTRAL SUPPLY INVENTORY	1,233,683	1,517,167	1,247,357
PREPAID EXPENSES	452,155	439,683	406,981
	-----	-----	-----
TOTAL CURRENT ASSETS.....	28,434,067	35,379,672	28,038,712
	=====	=====	=====
PROPERTY, PLANT, & EQUIPMENT			
LAND & IMPROVEMENTS	14,430,811	14,232,469	14,419,360
FIXED & MOVABLE EQUIPMENT	15,916,255	15,470,371	15,629,740
LESS: ACCUMULATED DEPRECIATION	(24,040,262)	(23,163,265)	(23,969,118)
	-----	-----	-----
TOTAL PROPERTY, PLANT, & EQUIP	6,306,803	6,539,575	6,079,982
	-----	-----	-----
TOTAL UNRESTRICTED ASSETS.....	34,740,870	41,919,248	34,118,695
	-----	-----	-----
DEFERRED OUTFLOWS OF RESOURCES	2,919,509	2,919,509	2,919,509
	-----	-----	-----
TOTAL ASSETS AND DEFERRED OUTFLOWS	37,660,379	44,838,757	37,038,204
	=====	=====	=====

MEMORIAL MEDICAL CENTER
BALANCE SHEET
FOR THE MONTH ENDING: 01/31/25

	This Year 01/31/25	Last Year 01/31/24	Last Month 12/31/24
CURRENT LIABILITIES			
ACCOUNTS PAYABLE	905,415	1,375,203	1,031,970
ACCRUED EXPENSES	230,725	313,826	111,662
ACCRUED PAYROLL	897,148	1,566,548	1,210,504
ACCRUED RETIREMENT	220,932	197,763	174,036
ACCRUED STATE SALES TAX	1,944	1,884	1,878
NOTE PAYABLE - CALHOUN COUNTY	4,000,000	1,950,000	4,000,000
ACCRUED INTERGOVERNMENTAL TRANSFER	(2,224,487)	673,527	(2,304,712)
THIRD PARTY PAYABLES	(205,763)	180,271	(197,227)
DUE TO NURSING HOMES	15,636,027	18,835,137	14,983,866
CAPITAL LEASES OBLIGATION	(68,004)	(1,316)	(66,627)
TOTAL CURRENT LIABILITIES.....	19,393,937	25,092,845	18,945,350
LONG TERM LIABILITIES			
LONG TERM LEASE -LT LIAB	53,460	53,460	53,460
INACT FINANCD AGRMNTS-LNG TRM	98,820	98,820	98,820
NET PENSION ASSET	3,634,164	3,322,164	3,608,164
TOTAL LONG TERM LIABILITIES.....	3,786,445	3,474,445	3,760,445
TOTAL LIABILITIES.....	23,180,382	28,567,291	22,705,795
DEFERRED INFLOWS OF RESOURCES			
DEFERRED INFLOWS OF RESOURCES	28,916	28,916	28,916
RETAINED EARNINGS			
GENERAL FUND BALANCES	14,303,491	16,781,296	14,303,491
YEAR-TO-DATE GAIN/LOSS	147,589	(521,667)	
TOTAL GENERAL FUND BALANCE.....	14,479,997	16,288,545	14,332,408
TOTAL UNRESTRICTED LIABILITIES	37,660,379	44,855,836	37,038,204

MEMORIAL MEDICAL CENTER
CONSOLIDATED CLINIC INCOME STATEMENT 02/20/25 09:53 AM
FOR THE 1 MONTH ENDING: 01/31/25

		----- SINGLE MONTH -----			----- YEAR TO DATE -----		
		CURRENT	BUDGET	PRIOR YEAR	CURRENT YTD	BUDGET YTD	PRIOR YTD
REVENUE							
WOUND CARE CLINIC	-O/P REV	42,163	54,531	56,626	42,163	54,531	56,626
INFUSION CLINIC	-O/P REV	42,116	44,287	25,906	42,116	44,287	25,906
MMC CLINIC	-O/P REV	458,583	321,136	348,446	458,583	321,136	348,446
HOSP RHC	-O/P REV	97,473	82,542	62,481	97,473	82,542	62,481
SURGICAL CLINIC	- O/P REV	0	59,554	98,390	0	59,554	98,390
TOTAL REVENUE		640,336	562,050	591,850	640,336	562,050	591,850
CONTRACTUALS		31,436	(38,228)	(100,663)	31,436	(38,228)	(100,663)
TOTAL ADJUSTMENTS		31,436	(38,228)	(100,663)	31,436	(38,228)	(100,663)
NET REVENUE		671,772	523,822	491,187	671,772	523,822	491,187
EXPENSES							
		632,051	498,929	703,298	632,051	498,929	703,298
TOTAL EXPENSES.....		632,051	498,929	703,298	632,051	498,929	703,298
OTHER REVENUE							
340B	-OTHER REVENUE	49,369	81,250	95,869	49,369	81,250	95,869
TOTAL OTHER REVENUE.....		49,369	81,250	95,869	49,369	81,250	95,869
OTHER EXPENSES							
340B - OTHER EXPENSE		27,555	67,917	16,872	27,555	67,917	16,872
TOTAL OTHER EXPENSES.....		27,555	67,917	16,872	27,555	67,917	16,872
NET GAIN/LOSS		61,534	38,226	(133,113)	61,534	38,226	(133,113)
		=====	=====	=====	=====	=====	=====

**Memorial Medical Center
Physician Revenue Trend
For The Month Ended January 31, 2025, 2024, & 2023**

	2025 YTD	2024 YTD	2023 YTD	Amount Comparison 2025 to 2024	% Comparison 2025 to 2024	Amount Comparison 2025 to 2023	% Comparison 2025 to 2023
Memorial Medical Center Clinic							
000966 Thao Truong	\$ 118,449.02	85,179	52,062	33,270	39.1%	66,387	127.5%
002099 Traci Shefcik	\$ 99,510.11	118,248	116,679	(18,738)	-15.8%	(17,169)	-14.7%
002927 Michael Gaines	\$ 179,904.06	125,640	99,153	54,264	43.2%	80,751	81.4%
011005 William Crowley	\$ 468,051.09	351,659	433,451	116,392	33.1%	34,600	8.0%
019000 Ric Arroyo-Diaz	\$ 189,883.10	205,016	124,093	(15,133)	-7.4%	65,790	53.0%
041574 Frank Hinds	\$ 4,468.00	195,896	164,057	(191,428)	-97.7%	(159,589)	-97.3%
041596 Mercedes Schultz	\$ 80,460.05	-	94,084	80,460	#DIV/0!	(13,624)	-14.5%
058001 Court Thurlkill	\$ 74,623.10	55,015	52,193	19,608	35.6%	22,430	43.0%
100118 Joseph Jenkins	\$ 296,873.14	205,983	142,209	90,890	44.1%	154,664	108.8%
320001 Shanna Odonnell	\$ 96,060.09	106,853	48,197	(10,793)	-10.1%	47,863	99.3%
041597 David Hobson	\$ 105,657.08	52,904	-	52,753	99.7%	105,657	#DIV/0!
310002 Tasha Norman	\$ 47,994.05	43,580	-	4,414	10.1%	47,994	#DIV/0!
310000 Marcelina Rupley	\$ 25,332.00	18,656	-	6,676	35.8%	25,332	#DIV/0!
	1,787,265	1,567,570	1,406,476	219,695	14.0%	380,789	27.1%
	22.8%	25.7%	19.9%	-2.9%	-11.1%	2.9%	14.8%
Hospitalist							
130006 Hospitalist	\$ 1,206,986.99	995,043	1,729,485	211,944	21.3%	(522,498)	-30.2%
	1,206,987	995,043	1,729,485	211,944	21.3%	(522,498)	-30.2%
	15.4%	16.3%	24.4%	-0.9%	-5.5%	-9.0%	-36.9%
Port Lavaca Clinic							
000983 Michael Caughron	\$ 67,772.00	38,288	34,621	29,484	77.0%	33,151	95.8%
001126 Nirtas Kwi Timu	\$ 72,160.01	83,705	87,903	(11,545)	-13.8%	(15,743)	-17.9%
012000 Jeannine Griffin	\$ 51,480.01	45,253	49,205	6,227	13.8%	2,275	4.6%
013001 Leigh Anne Falcon	\$ 114,182.11	100,413	132,691	13,769	13.7%	(18,509)	-13.9%
050001 John Wright	\$ 106,751.06	97,187	189,066	9,564	9.8%	(82,314)	-43.5%
001668 Ibrom Destiny	\$ 14,886.00	18,764	23,112	(3,878)	-20.7%	(8,226)	-35.6%
002686 Brown Victoria	\$ 14,532.01	23,327	13,707	(8,795)	-37.7%	825	6.0%
097121 John Clinton	\$ 40,936.00	22,906	31,864	18,030	78.7%	9,072	28.5%
	482,699	429,844	562,168	52,856	12.3%	(79,469)	-14.1%
	6.2%	7.0%	7.9%	-0.9%	-12.5%	-1.8%	-22.4%
Specialty Clinic							
000548 Hareesh Kumar	\$ 12,845.00	11,744	3,141	1,101	9.4%	9,704	308.9%
001965 George Osuchku	\$ 16,912.01	17,496	12,332	(584)	-3.3%	4,580	37.1%
013000 Don Paul Bunnell	\$ 1,743.00	-	33,991	1,743	#DIV/0!	(32,248)	-94.9%
050002 John Wright (Woundcare)	\$ 43,542.00	57,485	-	(13,943)	-24.3%	43,542	#DIV/0!
059000 Kurtis Krueger	\$ 10,931.00	13,454	410	(2,523)	-18.8%	10,521	2566.1%
065005 Lam Peter	\$ 54,802.00	18,503	-	36,299	196.2%	54,802	#DIV/0!
068000 Clemmons Andrew	\$ -	7,070	22,003	(7,070)	-100.0%	(22,003)	-100.0%
525225 Azhar Malik MD	\$ 12,205.00	2,918	6,570	9,287	318.3%	5,635	85.8%
001835 Smith Hannah	\$ 119.00	14,104	6,426	(13,985)	-99.2%	(6,307)	-98.1%
040178 Gaskin David	\$ 22,805.00	-	-	22,805	#DIV/0!	22,805	#DIV/0!
001151 Jerry Followwill	\$ 41,462.00	-	-	41,462	#DIV/0!	41,462	#DIV/0!
	217,635	143,588	88,471	74,047	51.6%	129,164	146.0%
	2.8%	2.4%	1.3%	0.4%	18.1%	1.5%	122%
Independent							
310001 Cummins Michelle	\$ 1,623.00	4,012	18,991	(2,389)	-59.5%	(17,368)	-91.5%
	1,623	4,012	18,991	(2,389)	-59.5%	(17,368)	-91.5%
	0.0%	0.1%	0.3%	0.0%	-68.5%	-0.2%	-92.3%

Memorial Medical Center
Physician Revenue Trend
For The Month Ended January 31, 2025, 2024, & 2023

	2025 YTD	2024 YTD	2023 YTD	Amount Comparison 2025 to 2024	% Comparison 2025 to 2024	Amount Comparison 2025 to 2023	% Comparison 2025 to 2023
Other Medical Staff							
002372 Gerber Bernard	\$ 108,102.00	67,176	81,204	40,926	60.9%	26,898	33.1%
012100 Donald Breech	\$ 18,158.00	21,751	32,093	(3,593)	-16.5%	(13,935)	-43.4%
001003 Gustave Sandigo	\$ 1,812.01	-	359	1,812	#DIV/0!	1,453	404.7%
900000 Dakshesh Parikh	\$ -	-	15,773	0	#DIV/0!	(15,773)	-100.0%
989112 Peter Powaser	\$ 8,264.00	4,985	7,175	3,279	65.8%	1,089	15.2%
002205 Sanjeev Bhatia	\$ -	-	359	0	#DIV/0!	(359)	-100.0%
001306 Jose Valladares	\$ -	7,977	76,518	(7,977)	-100.0%	(76,518)	-100.0%
	<u>136,336</u>	<u>101,889</u>	<u>213,481</u>	<u>34,447</u>	<u>33.8%</u>	<u>(77,145)</u>	<u>-36.1%</u>
	1.7%	1.7%	3.0%	0.1%	4.3%	-1.3%	-42.3%
Total E/R Physicians	<u>\$ 3,327,278.74</u>	<u>2,185,990</u>	<u>1,824,002</u>	<u>1,141,289</u>	<u>52.2%</u>	<u>1,503,277</u>	<u>82.4%</u>
	<u>3,327,279</u>	<u>2,185,990</u>	<u>1,824,002</u>	<u>1,141,289</u>	<u>52.2%</u>	<u>1,503,277</u>	<u>82.4%</u>
	42.5%	35.8%	25.8%	6.7%	18.6%	16.7%	64.9%
Other Ordering Physicians							
Other Ordering Physicians	\$ 669,939.11	674,455	1,218,335	(4,516)	-0.7%	(548,396)	-45.0%
	<u>669,939</u>	<u>674,455</u>	<u>1,218,335</u>	<u>(4,516)</u>	<u>-0.7%</u>	<u>(548,396)</u>	<u>-45.0%</u>
	8.6%	11.1%	17.2%	-2.5%	-22.6%	-8.7%	-50.3%
Totals	<u>7,829,763</u>	<u>6,102,391</u>	<u>7,075,970</u>	<u>1,727,372</u>	<u>28.31%</u>	<u>753,793</u>	<u>10.65%</u>

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Issued 02/11/25

Source Totals Report
Calhoun Indigent Health Care
Batch Dates 02/01/2025 through 02/01/2025
For Source Group Indigent Health Care
For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
	Expenditures	0.00	0.00
	Reimb/Adjustments		
	Grand Total		

NO INVOICES FOUND FOR THIS TIME FRAME!

Expenses	4,166.67
Co-Pays	< 0.00 >
	4,166.67

Calhoun County Indigent Care Patient Caseload 2025

	Approved	Denied	Removed	Active	Pending
January	0	1	0	1	2
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
YTD	0	1	0	1	2
Monthly Avg	-	1	-	1	2
December 2024 Active		1			
Number of Charity patients					209
Number of Charity patients below <u>50% FPL</u>					91
Number of Charity patients who meet State Indigent Guidelines					83

Calhoun County Pharmacy Assistance Patient Caseload 2025

	Approved	Refills	Removed	Active	Value
January	2	6	0	4	\$3,841.00
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
YTD PATIENT SAVINGS					\$3,841.00
Monthly Avg	2	6	-	4	\$3,841.00
December 2024 Active		35			

Memorial Medical Center 7 Month Cash Flow Projection

	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25
Cash On Hand - Operating & Money Market (Beginning of Month)	\$ 7,433,044	\$ 7,229,055	\$ 7,586,445	\$ 6,985,945	\$ 7,343,336	\$ 5,434,511	\$ 3,984,011
CASH INFLOWS:							
Cash AR Receipts - Hospital	\$ 2,385,000	\$ 2,385,000	\$ 2,385,000	\$ 2,385,000	\$ 2,385,000	\$ 2,385,000	\$ 2,385,000
Cash AR Receipts - Clinic	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 375,000
Other							
Cafeteria	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500
340B	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000
Bank Interest Earned	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
Rural Hospital Financial Stabilization Grant							
Nursing / Clinic Grant Money							
TOTAL Operating Cash Activity	\$ 2,965,500	\$ 2,965,500	\$ 2,965,500	\$ 2,965,500	\$ 2,965,500	\$ 2,965,500	\$ 2,965,500
Disproportionate Share Hospital (DSH)						\$ (850,000)	
Uncompensated Care (UC)	\$ 387,787						
RAPPS / CHIRP	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
ATLIS	\$ 103,724						
QIPP Year 8 Quarterly Payments	\$ -	\$ 957,890	\$ -	\$ 957,890	\$ -	\$ -	\$ 957,890
TOTAL Supplemental Activity	\$ 501,511	\$ 967,890	\$ 10,000	\$ 967,890	\$ 10,000	\$ (840,000)	\$ 967,890
Total Cash Inflow	\$ 3,467,011	\$ 3,933,390	\$ 2,975,500	\$ 3,933,390	\$ 2,975,500	\$ 2,125,500	\$ 3,933,390
CASH OUTFLOWS:							
Operating Expenses							
Accounts Payable	\$ (2,253,000)	\$ (2,253,000)	\$ (2,253,000)	\$ (2,253,000)	\$ (2,253,000)	\$ (2,253,000)	\$ (2,253,000)
Payroll	\$ (780,000)	\$ (780,000)	\$ (780,000)	\$ (780,000)	\$ (780,000)	\$ (780,000)	\$ (780,000)
Payroll Taxes	\$ (258,000)	\$ (258,000)	\$ (258,000)	\$ (258,000)	\$ (258,000)	\$ (258,000)	\$ (387,000)
Retirement	\$ (290,000)	\$ (195,000)	\$ (195,000)	\$ (195,000)	\$ (195,000)	\$ (195,000)	\$ (195,000)
340B	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)
Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MMC New Equipment Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MMC New Equipment Purchases-2025	\$ (40,000)	\$ (40,000)	\$ (40,000)	\$ (40,000)	\$ (40,000)	\$ (40,000)	\$ (40,000)
TOTAL Operating Activity	\$ (3,671,000)	\$ (3,576,000)	\$ (3,576,000)	\$ (3,576,000)	\$ (3,576,000)	\$ (3,576,000)	\$ (3,705,000)
Disproportionate Share Hospital (DSH)							
Uncompensated Care (UC)							
RAPPS - \$0.00, CHIRP - \$0.00							
QIPP Semi-annual and Reconciliations Pymts.					\$ (1,308,324)		
TOTAL Supplemental Activity	\$ -	\$ -	\$ -	\$ -	\$ (1,308,324)	\$ -	\$ -
TOTAL CASH PAID OUT	\$ (3,671,000)	\$ (3,576,000)	\$ (3,576,000)	\$ (3,576,000)	\$ (4,884,324)	\$ (3,576,000)	\$ (3,705,000)
Cash Increase (Decrease)	\$ (203,989)	\$ 357,390	\$ (600,500)	\$ 357,390	\$ (1,908,824)	\$ (1,450,500)	\$ 228,390
Loan Additional Borrowing (Repayment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash on Hand (End of Month)	\$ 7,229,055	\$ 7,586,445	\$ 6,985,945	\$ 7,343,336	\$ 5,434,511	\$ 3,984,011	\$ 4,212,402
Cumulative Borrowed From County	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000

MEMORIAL MEDICAL CENTER
CHECK REGISTER: 1/1/25 - 1/31/25

BANK CODE	CK #	DATE	AMOUNT	PAYEE	NOTES
A/P	207160	1/15/2025	1,194.00	3WON, LLC	CREDENTIALING
A/P	207267	1/22/2025	1,083.77	ACE HARDWARE 15521	VARIOUS DEPT EXPENSES
A/P	207161	1/15/2025	1,400.00	ACUTE CARE INC	RFID FEE
A/P	207343	1/29/2025	585.23	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	207089	1/8/2025	2,580.41	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	207268	1/22/2025	4,317.34	AIRGAS USA, LLC - CENTRAL DIV	OXYGEN - RESP CARE
A/P	207090	1/8/2025	510.40	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES
A/P	207344	1/29/2025	608.73	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES
A/P	207162	1/15/2025	3,287.55	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES
A/P	207269	1/22/2025	4,478.13	AMAZON CAPITAL SERVICES	VARIOUS DEPT EXPENSES/SUPPLIES
A/P	207163	1/15/2025	155.00	AMERICAN PROFICIENCY INSTITUTE	LAB TESTING SUPPLIES
A/P	550663	1/10/2025	104.56	AMERISOURCE	340B EXPENSE
A/P	550659	1/3/2025	176.06	AMERISOURCE	340B EXPENSE
A/P	550555	1/17/2025	2,655.76	AMERISOURCE	340B EXPENSE
A/P	550557	1/24/2025	3,019.58	AMERISOURCE	340B EXPENSE
A/P	550558	1/31/2025	4,133.48	AMERISOURCE	340B EXPENSE
A/P	207164	1/15/2025	592.25	AMERISOURCEBERGEN DRUG CORP	PHARMACY INVENTORY
A/P	207091	1/8/2025	750.00	AMERITEX ELEVATOR SERVICES INC	MONTHLY ELEVATOR MAINTENANCE
A/P	207345	1/29/2025	15.00		PT REFUND
A/P	207165	1/15/2025	42.00	ANNOUNCEMENTS PLUS TOO AGAIN	PRINTING/ COPIES
A/P	207270	1/22/2025	48.50	AQUA BEVERAGE COMPANY	WATER
A/P	207257	1/17/2025	500.00		PT REFUND
A/P	901506	1/2/2025	27.00	AUTHNET GATEWAY	3rd PARTY PAYOR FEE
A/P	207092	1/8/2025	3,955.83	AUTHORITYRX, LLC	340B EXPENSE
A/P	207346	1/29/2025	6,592.11	AUTHORITYRX, LLC	340B EXPENSE
A/P	207271	1/22/2025	8,000.00	AVENO NETWORKS	DELL/SOFTWARE
A/P	207166	1/15/2025	14,162.00	AVENO NETWORKS	DELL/SOFTWARE
A/P	207167	1/15/2025	712.80	AZALEA HEALTH	EHR PROCESSING FEES
A/P	207258	1/17/2025	106.91		PT REFUND
A/P	207168	1/15/2025	631.20	BAXTER HEALTHCARE	MEDICAL/NURSING SUPPLIES
A/P	207347	1/29/2025	3,702.60	BAXTER HEALTHCARE	MEDICAL/NURSING SUPPLIES
A/P	207169	1/15/2025	1,170.32	BAYER HEALTHCARE	MEDICAL/CT SUPPLIES
A/P	207093	1/8/2025	1,462.90	BAYER HEALTHCARE	MEDICAL/CT SUPPLIES
A/P	207094	1/8/2025	7,179.59	BECKMAN COULTER INC	LABORATORY SUPPLIES
A/P	207272	1/22/2025	7,669.79	BECKMAN COULTER INC	LABORATORY SUPPLIES
A/P	207348	1/29/2025	14,478.26	BECKMAN COULTER INC	LABORATORY SUPPLIES
A/P	207170	1/15/2025	496.50	BECTON, DICKINSON & CO (BD)	SURGICAL SUPPLIES
A/P	207349	1/29/2025	597.00	BEEKLEY CORPORATION	RADIOLOGY SUPPLIES
A/P	207350	1/29/2025	1,940.50	BEYER MECHANICAL LTD	THERMOSTAT
A/P	207171	1/15/2025	2,482.12	BIO-RAD LABORATORIES, INC	DIAGNOSTIC SUPPLIES
A/P	207095	1/8/2025	6,870.00	BIO-RAD LABORATORIES, INC	DIAGNOSTIC SUPPLIES
A/P	207351	1/29/2025	14.00		PT REFUND
A/P	207273	1/22/2025	5,897.07	BRIGHTLY SOFTWARE INC.	PLANT OPS WORK ORDER SOFTWARE
A/P	207352	1/29/2025	19.11		PT REFUND
A/P	207274	1/22/2025	3,783.00	C KITCHEN	HANDICAP HAND SINK AND PARTS
A/P	207275	1/22/2025	41.00	CABLES AND SENSORS	MEDICAL SUPPLIES
A/P	207172	1/15/2025	25.55	CALHOUN COUNTY	FUEL
A/P	207276	1/22/2025	34,970.96	CALHOUN COUNTY	ELECTRICITY
A/P	207277	1/22/2025	709.24	CAPITAL ONE	VARIOUS DEPT EXPENSES
A/P	207173	1/15/2025	597.46	CARDINAL HEALTH 414, INC.	MEDICAL SUPPLIES
A/P	207096	1/8/2025	173.65	CAREFUSION SOLUTIONS, LLC	SURGICAL INVENTORY
A/P	207174	1/15/2025	1,790.00	CAREFUSION SOLUTIONS, LLC	SURGICAL INVENTORY
A/P	207353	1/29/2025	1,790.00	CAREFUSION SOLUTIONS, LLC	SURGICAL INVENTORY
A/P	207097	1/8/2025	378.82	CARESFIELD	MEDICAL SUPPLIES
A/P	207175	1/15/2025	391.57	CARESFIELD	MEDICAL SUPPLIES
A/P	207354	1/29/2025	40.00		PT REFUND
A/P	207098	1/8/2025	12,830.00	CARRIER CORPORATION	CHILLER LEASE
A/P	207355	1/29/2025	120.00		PT REFUND
A/P	207356	1/29/2025	1,011.67	COW GOVERNMENT, INC.	IT SUPPLIES / EQUIPMENT
A/P	207278	1/22/2025	1,650.00	CERVEY, LLC	LICENSE FEE
A/P	207357	1/29/2025	593.69	CHEMAQUA	WATER TREATMENT
A/P	207279	1/22/2025	53,111.57	CITIZENS MEDICAL CENTER	ANESTHESIA SERVICES
A/P	207099	1/8/2025	8,521.49	CITY OF PORT LAVACA	UTILITIES - WATER
A/P	207176	1/15/2025	20.50	CLEARFLY	TELEPHONE
A/P	207100	1/8/2025	49.00	CLINICAL PATHOLOGY LABS	LABORATORY SERVICES
A/P	207177	1/15/2025	33,946.77	CLINICAL PATHOLOGY LABS	LABORATORY SERVICES
A/P	207358	1/29/2025	8,535.96	COASTAL OFFICE SOLUTIONS	50% DEPOSIT ON PT BAORDS QUOTE
A/P	207280	1/22/2025	28,774.13	COASTAL OFFICE SOLUTIONS	50 % DEPOSIT ON ICU RECEPTION FURNITURE QUOTE
A/P	207178	1/15/2025	255.00	COASTAL REFRIGERATION	PURCHASED SERVICES
A/P	207359	1/29/2025	557.47	COCA COLA SOUTHWEST BEVERAGES	BEVERAGES
A/P	207179	1/15/2025	501.72	COMBINED INSURANCE	PAYROLL DEDUCT
A/P	207360	1/29/2025	5,332.46	COMPUGROUP MEDICAL - EMDS INC.	HOSTING SERVCIES - CLINIC
A/P	207281	1/22/2025	120.00	CONMED CORPORATION	SURGICAL SUPPLIES

A/P	207282	1/22/2025	140.06	COOPER SURGICAL INC	SURGICAL SUPPLIES
A/P	207283	1/22/2025	1,480.90	CORROHEALTH, INC.	CODING SERVICES
A/P	207180	1/15/2025	2,557.65	CORROHEALTH, INC.	CODING SERVICES
A/P	207181	1/15/2025	888.00	COURTNE THURLKILL	EMPLOYEE REIMBURSEMENT
A/P	207182	1/15/2025	496.50	COVIDIEN SALES LLC	MEDICAL / SURGICAL SUPPLIES
A/P	207084	1/3/2025	12,380.00	CROSS COUNTRY STAFFING	AGENCY STAFFING NURSE
A/P	207284	1/22/2025	16,880.00	CROSS COUNTRY STAFFING	AGENCY STAFFING NURSE
A/P	207285	1/22/2025	35,370.83	CULINARY CONCESSIONS LLC	DIETARY SERVICES
A/P	207286	1/22/2025	684.65	CULLIGAN ULTRAPURE INC.	WATER
A/P	207287	1/22/2025	428.97	CYRACOM LLC	INTERPRETATION SERVICES
A/P	207288	1/22/2025	3,400.00	DA&E	CAH MEDICARE REIMBURSEMENT
A/P	207361	1/29/2025	11.00		PT REFUND
A/P	207362	1/29/2025	15.00		PT REFUND
A/P	207259	1/17/2025	100.00		PT REFUND
A/P	207260	1/17/2025	158.80		PT REFUND
A/P	207363	1/29/2025	11.49		PT REFUND
A/P	207289	1/22/2025	598.75	DETAR HOSPITAL	LABORATORY SERVICES
A/P	207183	1/15/2025	102.54	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	207364	1/29/2025	607.22	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	207101	1/8/2025	694.13	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	207290	1/22/2025	3,473.77	DEWITT POTH & SON	OFFICE SUPPLIES
A/P	207291	1/22/2025	50,546.19	DIAMOND HEALTHCARE CORP	PURCHASED SERVICES-BEHAVIORAL HEALTH
A/P	207365	1/29/2025	489.85	DIRECTV ENTERTAINMENT HOLDINGS	TELEVISION SERVICES
A/P	207292	1/22/2025	43,372.69	DISCOVERY MEDICAL NETWORK INC	PHYSICIAN SERVICES
A/P	207366	1/29/2025	80,455.52	DISCOVERY MEDICAL NETWORK INC	PHYSICIAN SERVICES
A/P	207102	1/8/2025	610.00	DOWELL PEST CONTROL	PEST CONTROL
A/P	207367	1/29/2025	1,500.00	DR JOHN CLINTON	OB SERVICES
A/P	207368	1/29/2025	1,500.00	DR. TIMU KWI	OB SERVICES
A/P	207369	1/29/2025	468.95	ECLINICAL WORKS LLC	EMR
A/P	207293	1/22/2025	231.38	ECOLAB	DIETARY RENTAL FEES - DISHWASHER
A/P	207103	1/8/2025	300.00	ECOLAB	DIETARY RENTAL FEES - DISHWASHER
A/P	207294	1/22/2025	345.50	EITAN GROUP NORTH AMERICA, INC	INFUSION SUPPLIES
A/P	207104	1/8/2025	40,062.50	EMERGENCY STAFFING SOLUTIONS	PHYSICIAN SERVICES
A/P	207295	1/22/2025	40,062.50	EMERGENCY STAFFING SOLUTIONS	PHYSICIAN SERVICES
A/P	207296	1/22/2025	10.99	EQUIFAX WORKFORCE SOLUTIONS	SERV FEE ANCILLARY
A/P	207184	1/15/2025	3,173.03	ERBE USA INC SURGICAL SYSTEMS	SURGICAL SUPPLIES
A/P	207370	1/29/2025	13.73		PT REFUND
A/P	207105	1/8/2025	58.43	EVERON	PLANT OPS SERVICES
A/P	800570	1/31/2025	570.69	EXPERTPAY	CHILD SUPPORT
A/P	800644	1/3/2025	570.69	EXPERTPAY	CHILD SUPPORT
A/P	800567	1/17/2025	570.69	EXPERTPAY	CHILD SUPPORT PAYMENT
A/P	207185	1/15/2025	1,690.00	FASTHEALTH CORPORATION	WEBSITE
A/P	901518	1/6/2025	32.45	FDMS	CC MACHINE LEASE
A/P	901534	1/15/2025	40.03	FDMS	CC MACHINE LEASE
A/P	901517	1/6/2025	45.64	FDMS	CC MACHINE LEASE
A/P	901532	1/15/2025	45.64	FDMS	CC MACHINE LEASE
A/P	901519	1/6/2025	75.67	FDMS	CC MACHINE LEASE
A/P	901533	1/15/2025	80.06	FDMS	CC MACHINE LEASE
A/P	901535	1/15/2025	120.09	FDMS	CC MACHINE LEASE
A/P	901516	1/6/2025	181.77	FDMS	CC MACHINE LEASE
A/P	207297	1/22/2025	601.82	FEDERAL EXPRESS CORP.	FREIGHT
A/P	207371	1/29/2025	25.00		PT REFUND
A/P	207186	1/15/2025	27,447.14	FIRETRON, INC	UNDERGROUN TUNNELING/PIP REPLACEMENT UNDER BUILDING
A/P	207106	1/8/2025	10,070.87	FIRST INSURANCE FUNDING	HOSPITAL INSURANCE
A/P	207265	1/17/2025	10,070.87	FIRST INSURANCE FUNDING	HOSPITAL INSURANCE
A/P	207298	1/22/2025	2,116.81	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	207108	1/8/2025	3,884.50	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	207188	1/15/2025	4,085.22	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	207374	1/29/2025	35,149.29	FISHER HEALTHCARE	LABORATORY SUPPLIES
A/P	207299	1/22/2025	18,112.50	FORVIS	AUDITING FEES
A/P	207189	1/15/2025	96.40	FRONTIER	TELEPHONE
A/P	207375	1/29/2025	1,263.01	FRONTIER	TELEPHONE
A/P	207109	1/8/2025	7,908.33	FUJI FILM	VERTEX
A/P	207190	1/15/2025	1,764.19	FUSION CONNECT	PHONE SERVICE
A/P	207110	1/8/2025	3,320.00	FUSION MEDICAL STAFFING, LLC	AGENCY STAFFING
A/P	207376	1/29/2025	3,320.00	FUSION MEDICAL STAFFING, LLC	AGENCY STAFFING
A/P	207300	1/22/2025	5,312.00	FUSION MEDICAL STAFFING, LLC	AGENCY STAFFING
A/P	207111	1/8/2025	4,741.49	GBS ADMINISTRATORS, INC	EMPLOYEE INSURANCE
A/P	207112	1/8/2025	10,144.50	GE HEALTHCARE	EQUIP LEASE & MED SUPPLIES
A/P	207301	1/22/2025	61.67	GE PRECISION HEALTHCARE, LLC	EQUIP LEASE & MED SUPPLIES
A/P	207377	1/29/2025	12,041.35	GE PRECISION HEALTHCARE, LLC	EQUIP LEASE & MED SUPPLIES
A/P	207378	1/29/2025	96.51		PT REFUND
A/P	207379	1/29/2025	65.43	GETINGE USA SALES LLC	SURGICAL SUPPLIES
A/P	207113	1/8/2025	131.30	GETINGE USA SALES LLC	SURGICAL SUPPLIES
A/P	207114	1/8/2025	1,257.29	GRACE FLOORING AND GLASS	FLOOR INSTALL
A/P	207380	1/29/2025	13.51		PT REFUND

A/P	207381	1/29/2025	32.30		PT REFUND
A/P	207382	1/29/2025	175.11	GRAINGER	PLANT SERVICES SUPPLIES
A/P	207191	1/15/2025	400.03	GRAINGER	PLANT SERVICES SUPPLIES
A/P	207302	1/22/2025	1,220.34	GRAINGER	PLANT SERVICES SUPPLIES
A/P	207303	1/22/2025	10,470.17	GREAT AMERICA FINANCIAL SVCS	COPIER LEASE
A/P	207304	1/22/2025	200.00	GULF BEND CENTER	MHFA TRAINING
A/P	207192	1/15/2025	50.00	GULF COAST DELIVERY	REPORTS/ SLIDES
A/P	207193	1/15/2025	936.56	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES
A/P	207383	1/29/2025	1,122.22	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES
A/P	207115	1/8/2025	1,193.58	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES
A/P	207305	1/22/2025	1,282.91	GULF COAST PAPER COMPANY	HOUSEKEEPING SUPPLIES
A/P	207194	1/15/2025	285.60	HAMILTON MEDICAL, INC.	SUPPLIES
A/P	901507	1/2/2025	60.36	HARLANDE CLARKE	DEPOSIT SLIP BOOK ORDER
A/P	207195	1/15/2025	3,400.00	HEALTH SOLUTIONS DIETETICS	DIETARY SERVICES
A/P	800566	1/17/2025	1,077.00	HEALTH EQUITY INC	EMPLOYEE INSURANCE
A/P	800643	1/3/2025	1,077.00	HEALTH EQUITY INC	FSA/HAS PAYROLL DEDUCTIONS
A/P	207116	1/8/2025	55,463.66	HEALTHSURE INSURANCE SERVICES	INSURANCE
A/P	207384	1/29/2025	706.75	HEB CREDIT RECEIVABLES DEPT308	FOOD SUPPLIES
A/P	207196	1/15/2025	33.63	HENRY SCHEIN INC.	MEDICAL SUPPLIES
A/P	207197	1/15/2025	573.53	HEWLETT-PACKARD	RENTAL/DOCUMENTATION FEE
A/P	207385	1/29/2025	573.53	HEWLETT-PACKARD	RENTAL/DOCUMENTATION FEE
A/P	207117	1/8/2025	23,663.00	HOSPITAL CARE CONSULTANTS INC.	PHYSICIAN SERVICES
A/P	207306	1/22/2025	23,663.00	HOSPITAL CARE CONSULTANTS INC.	PHYSICIAN SERVICES
A/P	800646	1/2/2025	1,922.42	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800648	1/2/2025	30,059.31	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800571	1/29/2025	36,790.75	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800647	1/2/2025	38,937.67	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800649	1/2/2025	79,943.81	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800645	1/2/2025	125,636.53	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800569	1/23/2025	83,801.40	HPHG LLC CLAIMS	HEALTH INSURANCE CLAIM PAYMENTS/90 DEGREES
A/P	800653	1/6/2025	76,640.27	HPHG LLC PREMIUM	HEALTH INSURANCE PREMIUM PAYMENTS/90 DEGREES
A/P	207386	1/29/2025	52.52	HUMANA	REFUND
A/P	207198	1/15/2025	102.18	HUMANA	REFUND
A/P	207307	1/22/2025	14,837.38	HUNTER PHARMACY SERVICES	PAYROLL
A/P	207199	1/15/2025	225.00	INJOY HEALTH EDUCATION	OB SUPPLIES
A/P	207387	1/29/2025	450.00	INQUIREE, LLC	CLINIC PURCHASED SERVICES
A/P	207200	1/15/2025	310.00	INRAD	NEEDLES
A/P	207308	1/22/2025	1,728.20	IRON MOUNTAIN	SHREDDING
A/P	800568	1/21/2025	111,734.94	IRS USATAXPYMT	PAYROLL TAXES
A/P	800564	1/6/2025	115,097.42	IRS USATAXPYMT	PAYROLL TAXES
A/P	207388	1/29/2025	40.00		PT REFUND
A/P	207201	1/15/2025	41,685.69	ITA RESOURCES INC	RESPIRATORY PROF FEES
A/P	207309	1/22/2025	1,450.00	ITERSOURCE CORPORATION	MONTHLY SUPPORT
A/P	207389	1/29/2025	9,357.82	ITERSOURCE CORPORATION	MONTHLY SUPPORT
A/P	207202	1/15/2025	7,412.00	JAMES TELECO	IT SERVICES- LABOR, PART, EQUIPMENT
A/P	207390	1/29/2025	15.00		PT REFUND
A/P	207203	1/15/2025	9,225.00	JINDAL X LLC	REVENUE CYCLE MANAGEMENT
A/P	207310	1/22/2025	217.40		PT REFUND
A/P	207391	1/29/2025	4,500.00	JOHN B WRIGHT LLC	PHYSICIAN SERVICES - PEDIATRIC
A/P	207392	1/29/2025	55.84		PT REFUND
A/P	207266	1/17/2025	56.82		PT REFUND
A/P	207261	1/17/2025	82.24		PT REFUND
A/P	207393	1/29/2025	20.00		PT REFUND
A/P	207118	1/8/2025	1,553.00	KEEP-U-NEAT CLEANERS	DRY CLEANING
A/P	207394	1/29/2025	13.48		PT REFUND
A/P	207395	1/29/2025	73.34		PT REFUND
A/P	207396	1/29/2025	19.11		PT REFUND
A/P	207119	1/8/2025	535.60	LEGAL SHIELD	PAYROLL DEDUCT
A/P	207397	1/29/2025	40.00		PT REFUND
A/P	207398	1/29/2025	7,000.00	LOPEZ TREE SERVICE	TREE REMOVAL AND TRIMMING SERVICES
A/P	207399	1/29/2025	1,467.75	LOWE'S BUSINESS ACCT/SYNCB	MISCELLANEOUS SUPPLIES
A/P	207204	1/15/2025	895.00	M G TRUST	PAYROLL DEDUCT
A/P	207311	1/22/2025	895.00	M G TRUST	PAYROLL DEDUCT
A/P	207205	1/15/2025	95.33	M.C. JOHNSON COMPANY INC	MEDICAL SUPPLIES
A/P	207120	1/8/2025	515.00	MANAGED CARE PARTNERS INC.	PROFESSIONAL FEES
A/P	207400	1/29/2025	515.00	MANAGED CARE PARTNERS INC.	PROFESSIONAL FEES
A/P	207121	1/8/2025	91.08	MATTHEW BENDER & CO.,INC.	PHARM LAW BOOK
A/P	550662	1/7/2025	1,121.14	MCKESSON	340 B EXPENSE
A/P	550554	1/14/2025	1,449.41	MCKESSON	340 B EXPENSE
A/P	550559	1/28/2025	3,682.08	MCKESSON	340 B EXPENSE
A/P	550556	1/21/2025	4,621.67	MCKESSON	340 B EXPENSE
A/P	207122	1/8/2025	188.15	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	207401	1/29/2025	1,284.22	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	207206	1/15/2025	1,547.24	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	207312	1/22/2025	4,862.25	MCKESSON MEDICAL SURGICAL INC	LAB SUPPLIES
A/P	207123	1/8/2025	1,638.00	MEDICAL AIR SERVICES ASSOC.	PAYROLL DEDUCT

A/P	207208	1/15/2025	81.69	MEDICAL DATA SYSTEMS, INC.	BUSINESS SERVICES
A/P	207313	1/22/2025	98.25	MEDICAL DATA SYSTEMS, INC.	BUSINESS SERVICES
A/P	207402	1/29/2025	1,071.66	MEDICAL TECHNOLOGY ASSOCIATES	PLANT SERVICES-MED EQUIP MAINT
A/P	207209	1/15/2025	1,720.08	MEDICAL TECHNOLOGY ASSOCIATES	PLANT SERVICES-MED EQUIP MAINT
A/P	207207	1/15/2025	182.20	MEDI-DOSE, INC	PHARMACY SUPPLIES
A/P	207125	1/8/2025	8,136.37	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	207316	1/22/2025	10,721.24	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	207212	1/15/2025	11,380.89	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	207403	1/29/2025	18,211.47	MEDLINE INDUSTRIES INC	MEDICAL SUPPLIES
A/P	207213	1/15/2025	35.00	MEMORIAL MEDICAL CLINIC	PAYROLL DEDUCTIONS
A/P	207317	1/22/2025	245.00	MEMORIAL MEDICAL CLINIC	PAYROLL DEDUCTIONS
A/P	207214	1/15/2025	35.95	MERCEDES SCIENTIFIC	LABORATORY SUPPLIES
A/P	901500	1/3/2025	9.95	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901503	1/3/2025	118.95	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901501	1/3/2025	134.93	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901504	1/3/2025	168.55	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	901502	1/3/2025	270.04	MERCHANT BANKCD	CREDIT CARD PROCESSING FEE
A/P	207215	1/15/2025	136.20	METTLER-TOLEDO RAININ, LLC	LABORATORY SUPPLIES
A/P	207126	1/8/2025	308.93	MMC AUXILIARY GIFT SHOP	PAYROLL DEDUCT
A/P	207318	1/22/2025	416.76	MMC AUXILIARY GIFT SHOP	PAYROLL DEDUCT
A/P	207127	1/8/2025	1,086.25	MMC EMPLOYEES ACTIVITIES TEAM	PAYROLL DEDUCTIONS
A/P	207407	1/29/2025	12,450.07	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	207129	1/8/2025	56,305.68	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	207220	1/15/2025	64,349.35	MORRIS & DICKSON CO, LLC	PHARMACY INVENTORY
A/P	207130	1/8/2025	25,024.12	MUTUAL OF OMAHA	EMPLOYEE INSURANCE
A/P	207221	1/15/2025	150.97	NACOGDOCHES TRANSCRIPTION	TRANSCRIPTION
A/P	207408	1/29/2025	17.11		PT REFUND
A/P	207131	1/8/2025	2,660.54	NATIONAL FARM LIFE INSURANCE	PAYROLL DEDUCT INSURANCE
A/P	207409	1/29/2025	5,321.08	NATIONAL FARM LIFE INSURANCE	PAYROLL DEDUCT INSURANCE
A/P	207132	1/8/2025	895.00	NATIONAL RECALL ALERT CENTER	MEMBERSHIP
A/P	207319	1/22/2025	14.50	NAZARIO HERNANDEZ	EMPLOYEE REIMBURSEMENT
A/P	207222	1/15/2025	1,000.00	NEXION HEALTH AT NAVASOTA INC	TELEMEDICINE
A/P	207320	1/22/2025	76,844.00	NITOR E LLC	SECURITY SYSTEM, EQUIPMENT AND INSTALLMENT
A/P	207448	1/30/2025	209,670.62	NITOR E LLC	SECURITY SYSTEM, EQUIPMENT AND INSTALLMENT
A/P	207410	1/29/2025	237.05	NORTHERN SPEECH SERVICES	TEXTBOOK AND TREATMENT KIT
A/P	207411	1/29/2025	121.61	NURSES CHOICE CORPORATION	OB SUPPLIES
A/P	207133	1/8/2025	486.68	OCCUPRO LLC	PROVIDER LICENSE
A/P	207412	1/29/2025	486.68	OCCUPRO LLC	PROVIDER LICENSE
A/P	207134	1/8/2025	346.88	OLYMPUS AMERICA INC	SURGICAL SUPPLIES
A/P	207321	1/22/2025	1,680.19	ORTHO CLINICAL DIAGNOSTICS	LABORATORY SUPPLIES
A/P	207262	1/17/2025	110.96		PT REFUND
A/P	207413	1/29/2025	37.72		PT REFUND
A/P	901540	1/22/2025	0.28	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901505	1/2/2025	2.86	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901545	1/29/2025	7.52	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901531	1/15/2025	17.34	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901547	1/27/2025	27.93	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901544	1/30/2025	31.26	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901536	1/14/2025	34.53	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901537	1/13/2025	49.67	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901521	1/8/2025	81.73	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901546	1/28/2025	83.33	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901515	1/6/2025	93.12	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901520	1/7/2025	101.40	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901530	1/16/2025	117.74	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901543	1/31/2025	125.27	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901538	1/17/2025	138.97	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901541	1/23/2025	147.84	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901477	1/3/2025	157.50	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901542	1/24/2025	169.47	PAY PLUS	3RD PARTY PAYOR FEE
A/P	901522	1/10/2025	315.60	PAY PLUS	3RD PARTY PAYOR FEE
A/P	207414	1/29/2025	135.80	PHILIPS HEALTHCARE	SUPPLIES
A/P	207224	1/15/2025	198.00	PITNEY BOWES INC	POSTAGE/ RENTAL MAIL MACHINE
A/P	207225	1/15/2025	407.35	POC ELECTRIC, LLC	INSTALLATION
A/P	207415	1/29/2025	6,624.65	POC ELECTRIC, LLC	CHANGE OUT SURGE PROTECTOR, OUTLET INSTALLATION
A/P	207322	1/22/2025	300.00	PORT LAVACA WAVE	ADVERTISING
A/P	207135	1/8/2025	1,585.00	PORT LAVACA WAVE	ADVERTISING
A/P	207226	1/15/2025	21.59	POWER HARDWARE	PLANT SERVICES SUPPLIES
A/P	207227	1/15/2025	204.36	PRECISION DYNAMICS CORP (PDC)	MEDICAL SUPPLIES
A/P	207228	1/15/2025	2,838.92	PRESS GANEY ASSOCIATES, INC.	PROFESSIONAL FEES
A/P	207323	1/22/2025	287.58	PRINT RITE INC.	MEDICAL SUPPLIES
A/P	207324	1/22/2025	3,905.49	PRO ENERGY PARTNERS LLC	FUEL/PLANT OPS/ENERGY SERVICES
A/P	207136	1/8/2025	3,500.00	RADSOURCE	SERVICE AGREEMENT
A/P	207416	1/29/2025	3,500.00	RADSOURCE	SERVICE AGREEMENT
A/P	207229	1/15/2025	160.00	RAPID PRINTING LLC	MISCELLANEOUS PRINTING
A/P	207137	1/8/2025	10,950.00	REED, CLAYMON, MEEKER & HARGET	LEGAL SERVICES

A/P	207417	1/29/2025	5,000.00	REPUBLIC PAIN SPECIALISTS	PROCEDURE FEES
A/P	207325	1/22/2025	97.30	REPUBLIC SERVICES #847	TRASH SERVICES
A/P	207418	1/29/2025	1,105.43	REPUBLIC SERVICES, INC.	TRASH SERVICES
A/P	207138	1/8/2025	2,274.22	REPUBLIC SERVICES, INC.	TRASH SERVICES
A/P	207419	1/29/2025	26.96		PT REFUND
A/P	207420	1/29/2025	13.30		PT REFUND
A/P	207421	1/29/2025	16.42		PT REFUND
A/P	207326	1/22/2025	575.45	SAMS CLUB DIRECT	FOOD SUPPLIES
A/P	207327	1/22/2025	1,013.06	SHERWIN WILLIAMS	PLANT SERVICE SUPPLIES
A/P	207447	1/29/2025	71.00	SHIP SHUTTLE TAXI SERVICE	PT TRANSPORT
A/P	207422	1/29/2025	19.11		PT REFUND
A/P	207231	1/15/2025	1,333.33	SIEMENS FINANCIAL SERVICES	DIAGNOSTIC IMAGING EQUIP LEASE
A/P	207139	1/8/2025	4,038.24	SIEMENS FINANCIAL SERVICES	DIAGNOSTIC IMAGING EQUIP LEASE
A/P	207232	1/15/2025	3,507.72	SIEMENS MEDICAL SOLUTIONS INC	MAMMO EXAM EQUIP LEASE
A/P	207140	1/8/2025	5,959.67	SIEMENS MEDICAL SOLUTIONS INC	MAMMO EXAM EQUIP LEASE
A/P	207233	1/15/2025	425.00	SIGN AD, LTD.	ADVERTISING
A/P	207263	1/17/2025	100.00		PT REFUND
A/P	207141	1/8/2025	847.15	SINGLETON ASSOCIATES PA	RADIOLOGY SRV
A/P	207328	1/22/2025	12,840.65	SINGLETON ASSOCIATES, P.A.	ONSITE SERVICES RADIOLOGY
A/P	207423	1/29/2025	104.89	SMILE MAKERS	SUPPLIES
A/P	207234	1/15/2025	2,525.00	SOMETHING MORE MEDIA, INC.	ADVERTISING
A/P	207424	1/29/2025	1,632.00	SOUTH TEXAS BLOOD & TISSUE CEN	BLOOD
A/P	207329	1/22/2025	9,128.00	SOUTH TEXAS BLOOD & TISSUE CEN	BLOOD
A/P	207142	1/8/2025	263.74	SPARKLIGHT	INTERNET/ CABLE
A/P	207235	1/15/2025	60.50	SPBS CLINICAL EQUIPMENT SRVC	PM CONTRACT
A/P	207143	1/8/2025	9,836.92	SPBS CLINICAL EQUIPMENT SRVC	PM CONTRACT
A/P	207425	1/29/2025	15,413.75	SPECIALTY PROFESSIONAL	ER NURSE STAFFING AGENCY
A/P	207236	1/15/2025	750.00	ST DAVIDS HEALTHCARE	CONNECTIVITY FEE
A/P	207426	1/29/2025	550.00	STANFORD VACUUM SERVICE	GREASE TRAP
A/P	207237	1/15/2025	140.46	STAPLES	OFFICE SUPPLIES
A/P	207264	1/17/2025	136.00		PT REFUND
A/P	207144	1/8/2025	3,076.66	STERICYCLE, INC	WASTE DISPOSAL
A/P	207427	1/29/2025	3,076.66	STERICYCLE, INC	WASTE DISPOSAL
A/P	207428	1/29/2025	218.40	STERIS CORPORATION	SURGICAL SUPPLIES
A/P	207238	1/15/2025	545.77	STERIS CORPORATION	SURGICAL SUPPLIES
A/P	207429	1/29/2025	80.00		PT REFUND
A/P	207145	1/8/2025	6,893.02	SWIFT UNIFORMS	UNIFORMS- PAYROLL DEDUCT
A/P	207239	1/15/2025	527.44	SYMEX AMERICA, INC.	SUPPLIES
A/P	207431	1/29/2025	8,089.20	TEXAN FLOOR SERVICE	FLOORING IN AUXILIARY GIFT SHOP
A/P	207330	1/22/2025	11,451.13	TEXAN FLOOR SERVICE	FLOOR INSTALL IN LAB AND OP CLINIC
A/P	207331	1/22/2025	2,625.00	TEXAS A&M HEALTH SCIENCE CENTE	EMPLOYEE EDUCATION
A/P	207432	1/29/2025	6,825.00	TEXAS A&M HEALTH SCIENCE CENTE	EMPLOYEE EDUCATION
A/P	207146	1/8/2025	2,285.05	TEXAS ASSOCIATION OF COUNTIES	UNEMPLOYMENT CONTRIBUTION
A/P	800565	1/15/2025	181,134.18	TEXAS COUNTY DRS	RETIREMENT FUNDING
A/P	207433	1/29/2025	70.00	TEXAS DEPARTMENT OF LICENSING	BOILER CERT
A/P	207434	1/29/2025	2,035.00	TEXAS DEPT OF STATE HEALTH SRV	RADIATION CONTROL LICENSE
A/P	207332	1/22/2025	9,640.50	TEXAS MUTUAL INSURANCE CO	WORKERS COMP
A/P	207240	1/15/2025	3,632.00	TEXAS SELECT STAFFING, LLC	CONTRACT STAFFING SERVICES
A/P	207435	1/29/2025	3,659.00	TEXAS SELECT STAFFING, LLC	CONTRACT STAFFING SERVICES
A/P	207333	1/22/2025	4,512.50	TEXAS SELECT STAFFING, LLC	CONTRACT STAFFING SERVICES
A/P	207147	1/8/2025	7,339.00	TEXAS SELECT STAFFING, LLC	CONTRACT STAFFING SERVICES
A/P	207241	1/15/2025	415.20	TMS SOUTH	PLANT SERVICES SUPPLIES
A/P	207334	1/22/2025	421.93	TRI-ANIM HEALTH SERVICES INC	RESPIRATORY SUPPLIES
A/P	207242	1/15/2025	500.00	TRINITY PHYSICS CONSULTING LLC	PURCHASED SERVICE/RAD/ANNUAL EVAL
A/P	207335	1/22/2025	1,587.97	TRIZETTO PROVIDER SOLUTIONS	MAINT FEE/ PATIENT STATEMENT
A/P	207436	1/29/2025	8,220.32	TRUBRIDGE	SOFTWARE/CONSULTING SVS/BUSINESS OFFICE SVCS
A/P	207336	1/22/2025	30,918.30	TRUBRIDGE	SOFTWARE/CONSULTING SVS/BUSINESS OFFICE SVCS
A/P	207243	1/15/2025	1,056.00	TRUSTAFF	AGENCY STAFFING
A/P	207148	1/8/2025	2,200.00	TRUSTAFF	AGENCY STAFFING
A/P	901526	1/10/2025	112.87	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	901525	1/10/2025	266.41	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	901524	1/10/2025	290.34	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	901527	1/10/2025	1,146.47	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	901528	1/10/2025	2,420.33	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	901523	1/10/2025	2,428.22	TSYS/TRANSFIRST	CREDIT CARD PROCESSING FEE
A/P	207430	1/29/2025	6,130.42	T-SYSTEM, INC	PHYSICIAN TRACKING LICENSE
A/P	207149	1/8/2025	138.57	TYPENEX MEDICAL LLC	SUPPLIES LAB
A/P	207244	1/15/2025	3,749.06	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	207338	1/22/2025	8,259.99	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	207150	1/8/2025	9,258.09	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	207438	1/29/2025	12,035.86	UNIFIRST HOLDINGS INC	LAUNDRY
A/P	207245	1/15/2025	1,256.06	UPDOX LLC	HIPPA COMPLIANT eFAX
A/P	207439	1/29/2025	2,200.00	US POSTAL SERVICE	POSTAGE
A/P	207440	1/29/2025	900.00	UTHEALTH CQHII	PROFESSIONAL CONSULTING FEES CLINIC
A/P	207441	1/29/2025	40.00		PT REFUND
A/P	207246	1/15/2025	529.75	VERATHON INC	BLADDER SCANNER PRINTER KIT

A/P	207247	1/15/2025	29.00	VICTORIA ADVOCATE	NEWSPAPER
A/P	207107	1/8/2025	-	VOIDED	VOIDED
A/P	207124	1/8/2025	-	VOIDED	VOIDED
A/P	207128	1/8/2025	-	VOIDED	VOIDED
A/P	207187	1/15/2025	-	VOIDED	VOIDED
A/P	207210	1/15/2025	-	VOIDED	VOIDED
A/P	207211	1/15/2025	-	VOIDED	VOIDED
A/P	207216	1/15/2025	-	VOIDED	VOIDED
A/P	207217	1/15/2025	-	VOIDED	VOIDED
A/P	207218	1/15/2025	-	VOIDED	VOIDED
A/P	207219	1/15/2025	-	VOIDED	VOIDED
A/P	207314	1/22/2025	-	VOIDED	VOIDED
A/P	207315	1/22/2025	-	VOIDED	VOIDED
A/P	207337	1/22/2025	-	VOIDED	VOIDED
A/P	207372	1/29/2025	-	VOIDED	VOIDED
A/P	207373	1/29/2025	-	VOIDED	VOIDED
A/P	207404	1/29/2025	-	VOIDED	VOIDED
A/P	207405	1/29/2025	-	VOIDED	VOIDED
A/P	207406	1/29/2025	-	VOIDED	VOIDED
A/P	207437	1/29/2025	-	VOIDED	VOIDED
A/P	207248	1/15/2025	569.75	WAGeworks	ADMIN FEE
A/P	207249	1/15/2025	131.25	WAGeworks, INC	COBRA BILL
A/P	700148	1/21/2025	1,868.72	WEBFILE TAX PYMT	SALES TAX
A/P	207339	1/22/2025	1,280.78	WERFEN USA LLC	MEDICAL / LABORATORY SUPPLIES
A/P	207151	1/8/2025	10,916.67	WERFEN USA LLC	MEDICAL / LABORATORY SUPPLIES
A/P	901529	1/16/2025	884.31	WIRE OUT	EMPLOYEE INSURANCE
A/P	207250	1/15/2025	5,975.00	WOUND CARE SPECIALISTS	WOUND CARE SERVICES
A/P	207442	1/29/2025	6,975.00	WOUND CARE SPECIALISTS	WOUND CARE SERVICES
A/P	901539	1/21/2025	1.48	ZELIS ACHTRANS	THIRD PARTY PAYOR FEE
A/P TOTALS			<u>2,797,722.89</u>		

BSL	1057	1/9/2025	238.12	MMC OPERATING	
NHA	1258	1/9/2025	12,288.36	MMC OPERATING	
NHA	1259	1/9/2025	616.83	MMC OPERATING	
NHB	269	1/9/2025	624.09	MMC OPERATING	
NHB	293	1/2/2025	2,072.41	MMC OPERATING	
NHB	294	1/2/2025	4,896.00	MMC OPERATING	
NHB	295	1/9/2025	5,087.24	MMC OPERATING	
NHC	375	1/9/2025	4,084.75	MMC OPERATING	
NHC	376	1/9/2025	875.39	MMC OPERATING	
NHC	378	1/9/2025	4,650.00	TUSCANY	
NHC	379	1/16/2025	35,688.00	TUSCANY VILLAGE	
NHC	380	1/16/2025	500.00	TUSCANY VILLAGE	
NHC	381	1/16/2025	10,160.89	TUSCANY VILLAGE	
NHC	382	1/29/2025	5,924.30	TUSCANY VILLAGE	
NHF	264	1/9/2025	4,967.39	MMC OPERATING	
NHF	265	1/9/2025	208.88	MMC OPERATING	
NHG	229	1/9/2025	8,758.66	MMC OPERATING	
NHG	230	1/9/2025	393.63	MMC OPERATING	
NHS	1319	1/9/2025	4,818.68	MMC OPERATING	
NHS	1320	1/9/2025	583.15	MMC OPERATING	
NHS	1321	1/29/2025	1,602.81	TUSCANY VILLAGE	
TUS	374	1/2/2025	4,500.00	TUSCANY	
NURSING HOME TOTALS			<u>113,539.58</u>		

ICP	12654	1/8/2025	4,166.67	MEMORIAL MEDICAL CENTER	
ICP	12655	1/8/2025	30.25	MEMORIAL MEDICAL CENTER	
ICP	12656	1/8/2025	4.66	MEMORIAL MEDICAL CENTER	
ICP TOTAL			<u>4,201.58</u>		

P/R	63469	1/3/2025	1,040.02	Pay Period 12/13/24 - 12/26/24	
P/R	63470	1/3/2025	689.75	Pay Period 12/13/24 - 12/26/24	
P/R	63471	1/3/2025	2,138.01	Pay Period 12/13/24 - 12/26/24	
P/R	63472	1/3/2025	334.54	Pay Period 12/13/24 - 12/26/24	
P/R	63473	1/17/2025	88.66	Pay Period 12/27/24 - 1/9/25	
P/R	63474	1/17/2025	898.78	Pay Period 12/27/24 - 1/9/25	
P/R	63475	1/17/2025	839.43	Pay Period 12/27/24 - 1/9/25	
P/R	63476	1/17/2025	915.28	Pay Period 12/27/24 - 1/9/25	
P/R	63477	1/31/2025	430.98	Pay Period 1/10/25 - 1/23/25	
P/R	999999	45688	414,456.87	Pay Period 12/13/24 - 12/26/24	
P/R	999999	45674	356,355.20	Pay Period 12/27/24 - 1/9/25	
P/R	999999	45660	366,036.53	Pay Period 1/10/25 - 1/23/25	
P/R TOTALS			<u>1,144,224.05</u>		

A/P	203780	1/17/2025	(56.82)	
A/P	206569	1/3/2025	(1,920.00)	CROSS COUNTRY STAFFING
A/P	206651	1/3/2025	(1,580.00)	CROSS COUNTRY STAFFING
A/P	206734	1/3/2025	(2,960.00)	CROSS COUNTRY STAFFING
A/P	206862	1/3/2025	(2,960.00)	CROSS COUNTRY STAFFING
A/P	206930	1/3/2025	(2,960.00)	CROSS COUNTRY STAFFING
Volded AP Checks			<u>(12,436.82)</u>	

A/P	207152	1/8/2025	6,120.00	ASHFORD GARDENS	NURSING HOME
A/P	207153	1/8/2025	100,812.60	BETHANY SENIOR LIVING	NURSING HOME
A/P	207154	1/8/2025	7,869.88	BROADMOOR AT CREEKSIDE PARK	NURSING HOME
A/P	207155	1/8/2025	2,100.00	FORTBEND HEALTHCARE CENTER	NURSING HOME
A/P	207156	1/8/2025	107,155.15	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	207157	1/8/2025	16,898.32	SOLERA WEST HOUSTON	NURSING HOME
A/P	207158	1/8/2025	5,712.00	THE CRESCENT	NURSING HOME
A/P	207159	1/8/2025	90,001.48	TUSCANY VILLAGE	NURSING HOME
A/P	207251	1/15/2025	2,722.30	BETHANY SENIOR LIVING	NURSING HOME
A/P	207252	1/15/2025	2,472.51	BROADMOOR AT CREEKSIDE PARK	NURSING HOME
A/P	207253	1/15/2025	69.42	FORTBEND HEALTHCARE CENTER	NURSING HOME
A/P	207254	1/15/2025	12,074.73	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	207255	1/15/2025	6,624.00	THE CRESCENT	NURSING HOME
A/P	207256	1/15/2025	36,426.00	TUSCANY VILLAGE	NURSING HOME
A/P	207340	1/22/2025	2,244.00	ASHFORD GARDENS	NURSING HOME
A/P	207341	1/22/2025	122,092.85	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	207342	1/22/2025	125,589.77	TUSCANY VILLAGE	NURSING HOME
A/P	207443	1/29/2025	1,241.02	BROADMOOR AT CREEKSIDE PARK	NURSING HOME
A/P	207444	1/29/2025	2,457.39	GOLDENCREEK HEALTHCARE	NURSING HOME
A/P	207445	1/29/2025	2,400.00	THE CRESCENT	NURSING HOME
A/P	207446	1/29/2025	13,013.95	TUSCANY VILLAGE	NURSING HOME
NURSING HOME AP TOTALS			<u>666,097.37</u>		

**MEMORIAL MEDICAL CENTER
GROSS PAYROLL REPORT - JANUARY 2025**

PRTitle	PRDeptName	PRTotGross
SECURITY SUPERVISOR	SECURITY	5,853.07
OPERATOR	CLINIC FS	4,171.21
LICENSED VOCATIONAL	MEMORIAL MEDICAL CLINIC	5,826.84
PURCHASING AGENT	CENTRAL SUPPLY	4,513.37
REGISTERED NURSE	MED/SURG	8,132.46
REGISTERED NURSE	MED/SURG	11,540.33
LICENSED VOCATIONAL	OBSTETRICS	6,774.02
REGISTERED NURSE	MED/SURG	12,381.44
REGISTERED NURSE	OBSTETRICS	11,397.23
DIRECTOR OF INPT SVC	MED/SURG	14,921.60
EXECUTIVE ASSISTANT	ADMINISTRATION	6,740.80
LICENSED VOCATIONAL	SURGERY	7,520.67
MEDICAL LAB TECH	LABORATORY	9,319.73
MEDICAL TECHNOLOGIST	LABORATORY	658.50
LAB ASSISTANT	MMC CLINIC - LABORATORY	5,492.37
MEDICAL LAB TECH	LABORATORY	9,691.00
REGISTERED NURSE	MED/SURG	6,905.78
HIM SPECIALIST	HEALTH INFORMATION MANAGEMENT	4,721.15
REGISTERED NURSE	OBSTETRICS	1,871.58
REGISTERED NURSE	EMERGENCY ROOM	11,931.72
REGISTERED NURSE	MED/SURG	1,781.91
CLINICAL IT SPCLST	ADMINISTRATION-CLINICAL SERVIC	9,619.73
REGISTERED NURSE	OBSTETRICS	8,556.98
REGISTERED NURSE	OBSTETRICS	899.88
REGISTERED NURSE	OBSTETRICS	9,034.78
CEO	ADMINISTRATION	22,601.09
LVN	MED/SURG	1,200.71
REGISTERED NURSE	MED/SURG	12,540.87
OCCUPATIONAL THERAPY	OCCUPATIONAL THERAPY	11,018.40
LICENSED VOCATIONAL	MED/SURG	8,473.26
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	20,399.64
REGISTERED NURSE	MED/SURG	12,601.95
REGISTERED NURSE	MED/SURG	699.38
CERTIFIED NURSE AIDE	MED/SURG	4,268.09
CERTIFIED NURSE AIDE	MED/SURG	839.46
REGISTERED NURSE	MED/SURG	9,256.94
REGISTERED NURSE	MED/SURG	7,258.86
CASE MANAGER/UR/DP	ADMINISTRATION-CLINICAL SERVIC	9,960.81
REGISTERED NURSE	ICU	12,689.28
REGISTERED NURSE	MED/SURG	756.79
REGISTERED NURSE	MED/SURG	10,766.21
REGISTERED NURSE	OBSTETRICS	9,857.61
REGISTERED NURSE	MED/SURG	1,814.25
REGISTERED NURSE	SURGERY	1,802.56
REGISTERED NURSE	MED/SURG	9,166.79
CERTIFIED NURSE AIDE	MED/SURG	3,026.41
STUDENT NURSE TECH	MED/SURG	951.44
REGISTERED NURSE	EMERGENCY ROOM	2,238.32
REGISTERED NURSE	MED/SURG	490.75

REGISTERED NURSE	MED/SURG	8,976.88
CERTIFIED NURSE AIDE	MED/SURG	3,236.87
REGISTERED NURSE	MED/SURG	3,949.83
STUDENT NURSE TECH	MED/SURG	455.97
LVN	MED/SURG	6,652.04
REGISTERED NURSE	OBSTETRICS	12,021.93
INFUSION NURSE	IV THERAPY	10,421.13
REGISTERED NURSE	ICU	11,936.70
CLINICAL COORDINATOR	MEMORIAL MEDICAL CLINIC	8,861.65
REGISTERED NURSE	ICU	7,684.08
LICENSED VOCATIONAL	MED/SURG	5,352.61
NURSE PRACTITIONER	HOSPITAL CAMPUS RHC	30,056.73
CERTIFIED NURSE AIDE	MED/SURG	5,074.24
CNO	ADMINISTRATION-CLINICAL SERVIC	16,884.00
REG PHARM TECH SUPER	PHARMACY	6,208.65
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	13,192.80
REGISTERED NURSE	ICU	12,161.05
REGISTERED NURSE	OBSTETRICS	9,461.97
REGISTERED NURSE	ICU	1,882.77
REGISTERED NURSE	ICU	3,275.36
REGISTERED NURSE	CARDIAC REHAB	8,978.90
PREADMISSION NURSE	SURGERY	6,817.03
REGISTERED NURSE	SURGERY	9,045.03
HIM SPECIALIST	HEALTH INFORMATION MANAGEMENT	4,805.00
REGISTERED NURSE	OBSTETRICS	13,817.48
REGISTERED NURSE	OBSTETRICS	1,475.55
REGISTERED NURSE	OBSTETRICS	3,490.20
CERTIFIED STERIL TEC	SURGERY	4,832.08
MATERIALS MNGMT MNGR	CENTRAL SUPPLY	7,393.60
CENTRAL SUPPLY TECH	CENTRAL SUPPLY	2,082.50
DIRECTOR	EMERGENCY ROOM	15,222.30
PERIOPERATIVE RN	SURGERY	6,529.38
REGISTERED NURSE	EMERGENCY ROOM	7,896.95
REGISTERED NURSE	MED/SURG	1,367.00
REGISTERED NURSE	ICU	10,755.68
REGISTERED NURSE	EMERGENCY ROOM	9,303.15
TRAUMA COORDINATOR	ADMINISTRATION-CLINICAL SERVIC	8,763.98
REGISTERED NURSE	EMERGENCY ROOM	460.57
REGISTERED NURSE	EMERGENCY ROOM	7,769.59
REGISTERED NURSE	EMERGENCY ROOM	2,460.38
REGISTERED NURSE	EMERGENCY ROOM	467.94
REGISTERED NURSE	EMERGENCY ROOM	10,890.20
REGISTERED NURSE	EMERGENCY ROOM	952.82
REGISTERED NURSE	EMERGENCY ROOM	9,049.82
REGISTERED NURSE	MED/SURG	1,824.25
REGISTERED NURSE	EMERGENCY ROOM	1,870.01
LAB ASSISTANT	LABORATORY	1,022.69
REGISTERED NURSE	EMERGENCY ROOM	13,209.51
LAB ASSISTANT	LABORATORY	3,274.61
MEDICAL LAB TECH	LABORATORY	9,147.75
CHEMISTRY/BB SPVS	LABORATORY	10,186.07
MEDICAL LAB TECH	LABORATORY	7,652.88

LAB DIRECTOR	LABORATORY	15,390.47
LAB ASSISTANT	LABORATORY	5,135.27
REGISTERED NURSE	EMERGENCY ROOM	1,007.51
LAB ASSISTANT	LABORATORY	585.00
LAB ASSISTANT	LABORATORY	1,016.00
MLT	LABORATORY	5,750.13
MEDICAL TECHNOLOGIST	LABORATORY	544.00
LAB ASSISTANT	LABORATORY	1,094.00
MEDICAL TECH	LABORATORY	2,640.00
LAB ASSISTANT	LABORATORY	996.25
FACILITIES MGMT DIR.	PLANT OPERATIONS	10,619.14
STUDENT NURSE TECH	MED/SURG	401.68
MEDICAL LAB TECH	MMC CLINIC - LABORATORY	6,371.63
LAB ASSISTANT	LABORATORY	2,802.50
MEDICAL LAB TECH	LABORATORY	7,321.92
LAB ASSISTANT	LABORATORY	3,635.81
REGISTERED NURSE	MED/SURG	7,218.55
REGISTERED NURSE	MED/SURG	8,214.57
REGISTERED NURSE	MED/SURG	1,871.57
CENTRAL SUPPLY TECH	CENTRAL SUPPLY	2,834.38
REGISTERED NURSE	MED/SURG	1,388.59
CERTIFIED NURSE AIDE	MED/SURG	3,862.73
REGISTERED NURSE	EMERGENCY ROOM	11,364.64
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	8,775.42
RECEPT/SECRETARY	DIAGNOSTIC IMAGING	4,033.76
XRAY TECHNICIAN	DIAGNOSTIC IMAGING	2,912.60
RADIOLOGY TECH	DIAGNOSTIC IMAGING	6,416.77
RADIOLOGY TECH	DIAGNOSTIC IMAGING	896.00
RADIOLOGIC TECH	DIAGNOSTIC IMAGING	8,618.25
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	9,256.34
LEAD MAMMO TECH	DIAGNOSTIC IMAGING	8,180.56
NUCLEAR MED TECH	DIAGNOSTIC IMAGING	10,934.40
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	8,216.16
RADIOLOGICAL TECH	DIAGNOSTIC IMAGING	7,128.37
PHARMACY TECH	PHARMACY	4,748.38
PHARMACY TECHNICIAN	PHARMACY	5,210.69
PHARMACY TECHNICIAN	PHARMACY	4,669.40
INS COORDINATOR	PATIENT FINANCIAL SERVICES	3,949.02
RECEPTIONIST	CLINIC FS	3,707.23
LICENSED VOCATIONAL	MEMORIAL MEDICAL CLINIC	6,125.09
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	2,838.47
RECEPTIONIST	CLINIC FS	4,130.78
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,425.05
RECEPTIONIST	CLINIC FS	4,664.10
REFERRAL SPECIALIST	CLINIC FS	3,669.73
OPERATOR	CLINIC FS	4,036.30
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	4,271.36
OPERATOR	CLINIC FS	4,427.17
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	17,078.28
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,426.94
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	2,685.47
MEDICAL ASSISTANT	HOSPITAL CAMPUS RHC	4,314.21

REFERRAL SPECIALIST	CLINIC FS	3,248.72
LICENSED VOCATIONAL	HOSPITAL CAMPUS RHC	5,060.00
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,331.29
RECEPTIONIST	PHYSICAL THERAPY	3,895.46
REFERRAL SPECIALIST	CLINIC FS	4,439.70
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,114.19
OFFICE MANAGER	CLINIC FS	6,051.96
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,872.97
LVN	MEMORIAL MEDICAL CLINIC	6,913.35
RECEPTIONIST	CLINIC FS	1,850.18
CLINICAL SUPERVISOR	MEMORIAL MEDICAL CLINIC	8,956.07
RECEPTIONIST	CLINIC FS	2,911.41
RECEPTIONIST	CLINIC FS	2,255.75
RECEPTIONIST	CLINIC FS	4,050.42
LAB ASSISTANT	LABORATORY	504.25
NURSE PRACTITIONER	MEMORIAL MEDICAL CLINIC	17,307.71
OPERATOR	CLINIC FS	2,074.61
COTA	OCCUPATIONAL THERAPY	576.00
DIRECTOR REHAB SRVCS	PHYSICAL THERAPY	14,663.40
REGISTERED NURSE	MED/SURG	7,244.88
PHYSICAL THERAPIST	PHYSICAL THERAPY	11,164.26
OFFICE COORDINATOR	PHYSICAL THERAPY	3,173.31
REGISTERED NURSE	MEMORIAL MEDICAL CLINIC	8,412.26
LEAD PTA	PHYSICAL THERAPY	7,782.61
REGISTERED NURSE	OBSTETRICS	11,222.38
MEDICAL ASSISTANT	HOSPITAL CAMPUS RHC	3,685.50
LEAD THERAPIST	BEHAVIORAL HEALTH	8,160.00
CIHCP COORDINATOR	INDIGENT CARE PROGRAM	4,642.50
HIM SUPERVISOR	HEALTH INFORMATION MANAGEMENT	5,882.50
REGISTERED NURSE	EMERGENCY ROOM	2,343.83
DIRECTOR OF HIM	HEALTH INFORMATION MANAGEMENT	1,681.16
BIRTH REG/DIS ANALYS	HEALTH INFORMATION MANAGEMENT	3,217.84
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	2,046.04
SLP	OCCUPATIONAL THERAPY	12,230.76
DIRECTOR OF DIETARY	DIETARY	8,819.20
OPERATOR	CLINIC FS	2,981.69
FOOD SERVICE STAFF	DIETARY	4,592.50
FOOD SERVICE STAFF	DIETARY	4,145.22
FOOD SERVICE STAFF	DIETARY	4,979.77
FOOD SERVICE STAFF	DIETARY	4,178.00
FOOD SERVICE STAFF	DIETARY	3,601.30
FOOD SERVICE STAFF	DIETARY	2,627.63
FOOD SERVICE STAFF	DIETARY	5,224.02
PLANT OPS TEAM LEAD	PLANT OPERATIONS	6,425.33
EVS SUPERVISOR	ENVIRONMENTAL SERVICES	7,638.68
PLANT OPS SPECIALIST	PLANT OPERATIONS	3,981.66
PLANT OPS SPECIALIST	PLANT OPERATIONS	4,838.92
ES AIDE	ENVIRONMENTAL SERVICES	3,013.00
ES AIDE	ENVIRONMENTAL SERVICES	3,476.71
SECURITY OFFICER	SECURITY	5,551.38
ES AIDE	ENVIRONMENTAL SERVICES	3,435.28
ES AIDE	ENVIRONMENTAL SERVICES	3,709.84

ES TEAM LEAD	ENVIRONMENTAL SERVICES	4,604.66
PLANT OPS SPECIALIST	PLANT OPERATIONS	5,379.74
EVS AIDE	ENVIRONMENTAL SERVICES	504.96
ES AIDE	ENVIRONMENTAL SERVICES	1,685.75
FLOOR TECHNICIAN	ENVIRONMENTAL SERVICES	3,631.13
ES AIDE	ENVIRONMENTAL SERVICES	2,811.00
ES AIDE	ENVIRONMENTAL SERVICES	2,484.00
E.S. AIDE	ENVIRONMENTAL SERVICES	326.65
E.S. AIDE	ENVIRONMENTAL SERVICES	2,166.25
FOOD SERVICE STAFF	DIETARY	3,384.81
ES AIDE	ENVIRONMENTAL SERVICES	2,840.00
ES AIDE	ENVIRONMENTAL SERVICES	3,611.00
ES AIDE	ENVIRONMENTAL SERVICES	4,062.48
FOOD SERVICE STAFF	DIETARY	3,660.73
FLOOR TECHNICIAN	ENVIRONMENTAL SERVICES	3,590.51
ES AIDE	ENVIRONMENTAL SERVICES	4,388.09
OR AIDE	SURGERY	3,663.65
SECURITY OFFICER	SECURITY	3,394.38
SECURITY OFFICER	SECURITY	4,525.60
PLANT OPS MANAGER	PLANT OPERATIONS	8,603.12
SURGERY MANAGER	SURGERY	12,949.75
DIRECTOR	ADMINISTRATION-CLINICAL SERVIC	160.00
PERIOPERATIVE RN	SURGERY	11,207.49
FINANCIAL COUNSELOR	INDIGENT CARE PROGRAM	3,471.21
REGISTERED NURSE	SURGERY	8,726.07
INS COORDINATOR	PATIENT FINANCIAL SERVICES	5,109.89
REGISTRATION CLERK	PFS - REGISTRATION	5,183.53
INFUSION SVC COORD	IV THERAPY	3,525.85
BILLING CLERK	PATIENT FINANCIAL SERVICES	5,828.83
INFUSION SERV. COOR.	IV THERAPY	3,266.11
ER CLERK	PFS - REGISTRATION	2,375.38
REGISTRATION CLERK	PFS - REGISTRATION	4,199.34
CASHIER-SWITCHBOARD	PATIENT FINANCIAL SERVICES	3,573.99
INS ADJUDICATOR	PATIENT FINANCIAL SERVICES	5,265.34
MEDICARE COORDINATOR	PATIENT FINANCIAL SERVICES	4,950.74
ACCOUNTS PAYABLE	ACCOUNTING	4,071.68
ER CLERK	PFS - REGISTRATION	4,084.24
ER CLERK	PFS - REGISTRATION	1,638.63
ADMIN ASSISTANT	ADMINISTRATION-CLINICAL SERVIC	4,916.85
DIRECTOR OF REV/BILL	PATIENT FINANCIAL SERVICES	8,840.80
REGISTERED NURSE	SURGERY	1,310.07
REG CLERK TEAM LEAD	PATIENT FINANCIAL SERVICES	5,905.61
REGISTRATION CLERK	PATIENT FINANCIAL SERVICES	3,507.85
PRACTICE ADMIN	MEMORIAL MEDICAL CLINIC	10,424.61
REGISTERED NURSE	EMERGENCY ROOM	7,939.77
ER CLERK	PFS - REGISTRATION	866.00
PERIOPERATIVE RN	SURGERY	8,678.71
REGISTERED NURSE	ICU	8,770.19
DIRECTOR	DIAGNOSTIC IMAGING	10,956.44
REGISTRATION CLERK	PATIENT FINANCIAL SERVICES	3,203.71
ER CLERK	PFS - REGISTRATION	778.63
I.T. DIRECTOR	INFORMATION TECHNOLOGY	1,079.00

IT DIRECTOR	INFORMATION TECHNOLOGY	11,523.25
IT SYSTEM ANALYST	INFORMATION TECHNOLOGY	10,368.69
ACCOUNTANT	ACCOUNTING	6,179.24
PTA	PHYSICAL THERAPY	5,743.75
STUDENT REHAB TECH	PHYSICAL THERAPY	1,316.25
LAB COORDINATOR	LABORATORY	4,203.26
MEDICAL ASSISTANT	MEMORIAL MEDICAL CLINIC	3,359.63
CONTROLLER	ACCOUNTING	8,886.28
CFO	ADMINISTRATION	20,809.24
HR MANAGER	HUMAN RESOURCES	7,240.00
HR GENERALIST	HUMAN RESOURCES	5,714.44
SPEC PROJ/MKGT MGR	BUSINESS DEVELOPMENT	7,067.60
		1,599,996.67

07

7. Consider and take necessary action on closing a portion of Magnolia Beach at and near Cabana 1 for three days (June 12, 13, and 14th (See Attached map) for the Texas 200 sailing club as provided by Texas Local Government Code Section 240. (DEH)

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

David E. Hall

Calhoun County Commissioner, Precinct #1

202 S. Ann
Port Lavaca, TX 77979



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

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

RE: AGENDA ITEM

Dear Judge Lyssy,

Please place the following item on the Commissioners' Court Agenda for March 12th, 2025.

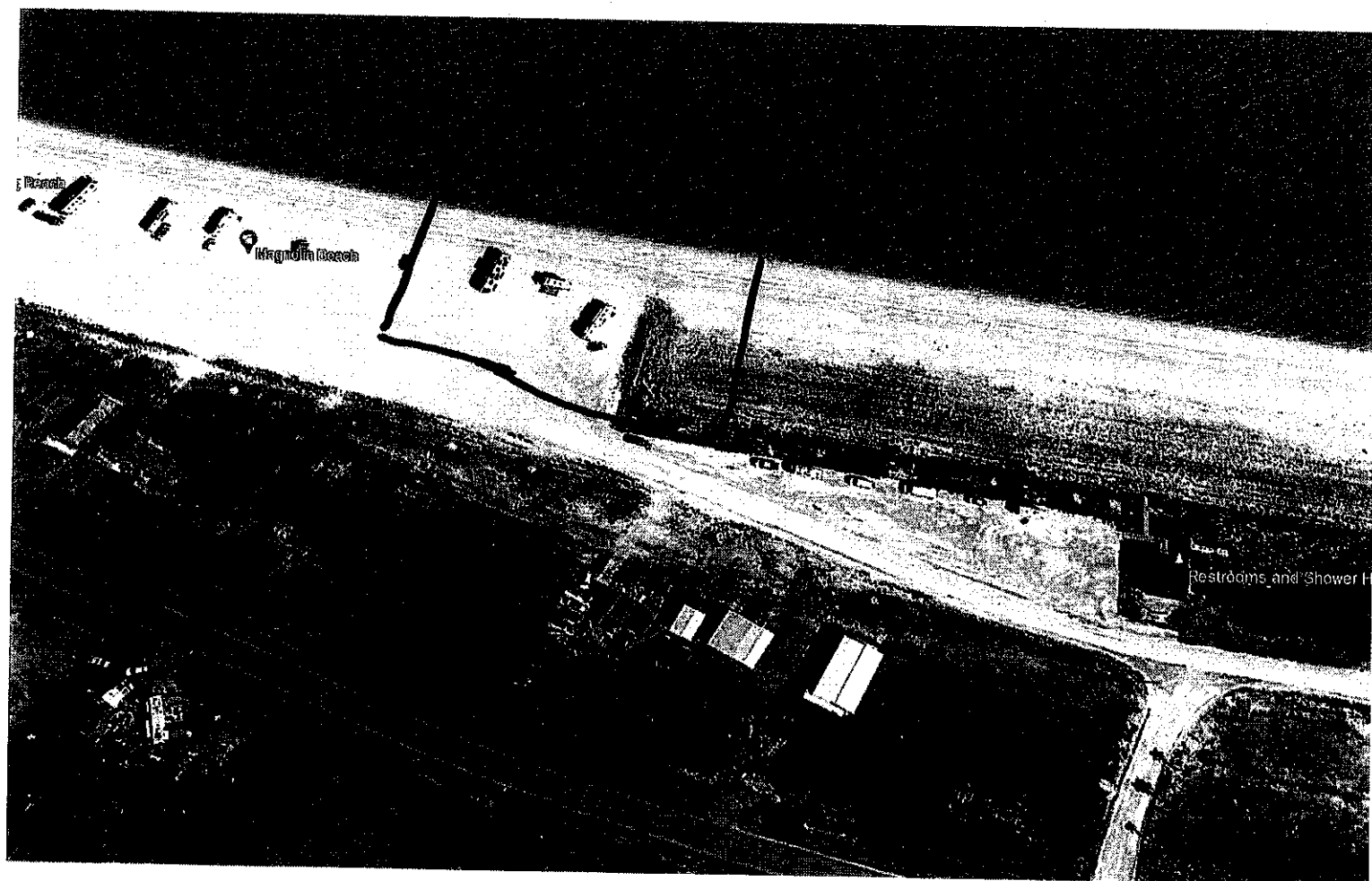
- Consider and take necessary action on closing a portion of Magnolia Beach at and near Cabana 1 for three days (June 12, 13, and 14th (See Attached map) for the Texas 200 sailing club as provided by Texas Local Government Code Section 240.

Sincerely,

A handwritten signature in black ink, appearing to be "D. Hall", written over the word "Sincerely,".

David E. Hall

DEH/apt





The 16th Annual Texas 200 June 12 - 17, 2023

[Home](#) - [Sign Up](#) - [Weather](#) - [Camps](#) - [Who's Coming](#) - [Forum](#) - [Info](#) - [FAQ](#) -

The 16th Annual Texas 200 will be held from June 12-17, 2023. This year we are going to utilize most of the camps that were planned in 2021,

Camps: 2023 Texas 200

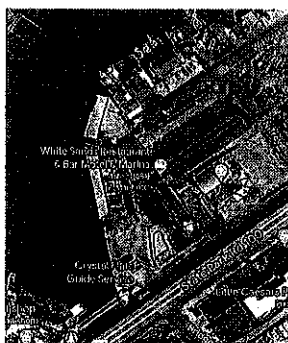
The 16th Annual Texas 200 will be held from June 12-17, 2023. This year's theme is "Small Boats & Sandy Beaches." Essentially, we're offering something that is very rare on this event - a couple of nice sandy beaches as camps. The catch is that you'll need to be in a small, shallow draft boat in order to easily access them. As always, we have a "Come as You Are" approach to participation, and we welcome anyone, in any type of boat; but this year's rewards will be most easily obtained if you're participating in a small, shallow-draft boat.

The Full, Traditional Texas 200

The Start - Port Isabel

6/8/23, 8:17 AM

Route



The 2023 Texas 200 will start in Port Isabel. It's been a few years since we've started here, and we're looking forward to getting back down there for this year's start. Some of y'all may have seen the news that the Port Isabel lighthouse, which was built in 1852, recently received a new lens and was lit for the first time in 117 years in December 2022. Tours of the lighthouse are offered daily, so make some time during your time in Port Isabel to check out a unique piece of Texas maritime history. You are free to arrange for and utilize any slip, marina, motel, or boat ramp in the Port Isabel area that you feel is best for you and your crew. The mandatory Captain's Meeting will occur in the parking lot of the White Sands Motel at 7am on Sunday morning. The location is shown with the red location marker in the Google image above.

Camp 1 - Port Mansfield Spoil Islands
Approx: 26 deg 33' 34" N, 97 deg 21' 58" W
34 nautical miles from Port Isabel



While these spoil islands have never been formal Texas 200 camps, many participants have camped here in prior years, as an alternative to beating to windward for 5 miles out to the Port Mansfield Jetties, which have been used as a camp on several occasions. Due to the constant shifting of the sands, we are not identifying a particular spoil island for the camp. Rather, we'll have to have the first few boats into camp scope things out and find the best island or two for camping. You're not going to want to sail too far to the east to find the perfect island though, since Camp 2 is fairly far from Camp 1. Stay as close to the western-most spoil island as possible so that your Tuesday sail isn't unnecessarily long.

Camp 2 - Yarborough Pass
27 deg 12' 14" N, 97 deg 23' 22" W
42 nautical miles from Camp 1



This is a brand new camp, never before used on the Texas 200 event. And it's one of the nice sandy beaches that will be the reward for those of us in small, shallow-draft boats. Note that this entire area consists of shifting sands, sand flats and shoals that generally make approaching this camp somewhat "interesting". Since we can't possibly know if any strong winter northers or early summer storms will shift the sand and shoals, we can't describe what things will look like for us in June when we all descend on this camp. The goal will be to camp on the north side of the remnants of the pass that was dredged in 1941 and ultimately abandoned in 1950, near where the red marker is shown above. Depending on the location and depth of the sandy shoals in June, it may be necessary to utilize the island to the immediate south of the red marker. We'll have to make this final call in June, as the first boats start to arrive and scope things out.

Camp 3 - Corpus Christi Bay
 27 deg 41' 08" N, 97 deg 14' 10" W
 32 nautical miles from Camp 2



This is another "first time" camp for the event, having never been used before. This camp is located roughly 1/4 mile to 1/2 mile to the west of the ICW, just as it opens up into Corpus Christi Bay. These beaches are mostly shell, and tend to shift around a bit each winter as each strong Norther blows through. The exact location of the best spot for this year's fleet will need to be determined by the first few boats into camp. We will be holding a brief memorial ceremony at Camp 2 for Texas 200 participants who have crossed the bar in the past year, if we become aware of any. As of late December 2022, the Board is not aware of any Texas 200 participants who have recently passed away. If anyone becomes aware of any Texas 200 participant who passes away prior to this year's event, please email Matt Schiemer at mschiemer200@gmail.com so that we can plan the memorial accordingly. The memorial will be held in the late afternoon, before sunset.

Camp 4 - Paul's Mott
28 deg 03' 11" N, 96 deg 56' 43" W
29 nautical miles from Camp 3

6/8/23, 8:17 AM

Route



This is a great camp that we've used several times over the years. It is a generally north-facing shell and rock beach. In recent years, what was once a single, long, north-facing beach has been broken into several small islands. Depending on what Mother Nature throws at us this winter and early summer, it could once again be a single, large beach, or more of an archipelago; time will tell. The first few boats to arrive will have to scope out the best option for the rest of us at this general location.

**Camp 5 - Pass Cavallo
28 deg 23' 03" N, 96 deg 23' 37" W
40 nautical miles from Camp 4**



This is the 3rd never-before-used camp on this year's event. It is also one of the nice sandy beaches

that shall be the reward for those participating in small, shallow draft boats with lots of patience when it comes to "feeling" their way into camp, literally. A number of Texas 200 members have camped at this approximate location over the years, and generally there is no problem finding a good spot to beach our boats and set up tents. However, once again it's really up to Ma' Nature as to exactly how this spot will look in mid-June. Note that the approach to Pass Cavallo generally does include very large, shallow sand shoals just north of the red marker, as seen in this Google image. You'll almost certainly need to feel your way into this camp, but trust us, it will be worth your while.

The Finish - Magnolia Beach
28 deg 33' 27" N , 96 deg 31' 40" W
15 nautical miles from Camp 5



We will finish at Magnolia Beach where we will have our traditional shrimp boil (or BBQ - to-be-determined) and celebration starting at approximately 3:00pm. Please remember that the shrimp boil/BBQ requires registration and pre-payment, which should be done on the Texas 200 webpage in advance. This is a sand and shell beach and the approach is fairly deep right up to the beach. There are relatively new public restrooms with showers right there at the beach, and tent and RV camping is allowed if you want to stay the night after the event. At the north end, there is a boat ramp for pulling out. Our vehicles and empty trailers are located about a mile from here, and it's usually fairly easy to find someone to drive you over to get your vehicle.

08

8. Consider and take necessary action to authorize the County Judge to sign the Interlocal Agreement between the City of Victoria and Calhoun County for radio use agreement for interoperability. (DEH)

Commissioner Hall explained it would save the County money and benefit the Community.

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

David E. Hall

Calhoun County Commissioner, Precinct #1

202 S. Ann

Port Lavaca, TX 77979



(361)552-9242

Fax (361)553-8734

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

RE: AGENDA ITEM

Dear Judge Lyssy,

Please place the following item on the Commissioners' Court Agenda for March 12th, 2025.

Consider and take necessary action to authorize the County Judge to sign the Interlocal Agreement between the City of Victoria and Calhoun County for radio use agreement for interoperability.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Hall", written over the word "Sincerely,".

David E. Hall

DEH/apt

**INTERLOCAL AGREEMENT
FOR USE OF PUBLIC SAFETY RADIO SYSTEM**

THE STATE OF TEXAS §
 §
CITY OF VICTORIA §

This Agreement is made pursuant to chapter 791 of the Texas Government Code and entered into by and between **City of Victoria, Texas** (the "City") acting by and through its governing body, the City of Victoria, and **Calhoun County** (the "User") acting by and through its governing body, the Commissioners' Court of Calhoun County, Texas.

RECITALS:

The City owns a public safety wireless data system and a trunked radio system that are licensed by the Federal Communications Commission (the "FCC"), which permits radio communications and transmissions via radio units and mobile digital terminals; and

The User desires to obtain access to the City's communications systems in order to communicate among various public safety units.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.

For purposes of this Agreement, the following definitions apply:

- A. Mobile Digital Terminal:
Mobile stationary or portable digital communications units communicating among themselves at certain airwave frequencies;
- B. Primary Dispatch System:
A communications system upon which the User, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units/Mobile Digital Terminals;
- C. Secondary Dispatch System:
A communications system upon which the User, its agents, employees or assigns does not rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units/Mobile Digital Terminals; Access to the City's system will only be used for interoperability and mutual aid between the agencies.

- D. Master Site:
The hub of the City of Victoria Radio System network where trunked radio sites, radio consoles, and system management terminals connect via closed wireline and Internet Protocol (IP) technology.
- E. Priority Access:
An assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units/Mobile Digital Terminals seeking use simultaneously;
- F. SmartZone Regional Radio System:
Combination of multiple Trunked Radio System(s) in and about City of Victoria operating under a single centralized controller as a regional radio system and managed by City of Victoria Information Technology Department;
- G. Private Wireless Data System:
A Public Safety Wireless Data System that is owned by City of Victoria, and licensed by the FCC and that enables the engagement of radio communications or radio transmissions of energy via Mobile Digital Terminals in accordance with technical specifications;
- H. Commercial Wireless Data System:
A Wireless Data System that is owned by a wireless company and provides certain two-way wireless data communications services;
- I. Wireless Data System:
A combination of the Private Wireless Data System and one or more Commercial Wireless Data Systems, and provides wireless data services to Mobile Digital Terminals;
- J. Radio System:
The combination of the SmartZone Regional Radio System and the Wireless Data System;
- K. Radio Unit:
Mobile, stationary, or portable voice radio communications units communicating among themselves at certain air wave frequencies; and
- L. System Code Identification Number:
An identification number that allows Radio Units/Mobile Digital Terminals to gain access to the Radio System to enable the Radio Units/Mobile Digital Terminals to communicate among themselves at certain airwave frequencies, providing a Primary Dispatch System for a User's Radio Units/Mobile Digital Terminals.

II.

The City agrees that during the term of this Agreement, it will:

- A. Allow the User to have access to its Master Site to engage in radio communications among its own Radio Units/Mobile Digital Terminals as a Secondary Dispatch System;
- B. Provide the User with a Systems Code Identification Number for a maximum of fifty (50) Radio Units/Mobile Digital Terminals combined;

- C. Primary upon being notified that one or more of the User's Radio Units/ Mobile Digital Terminals have been lost or stolen, attempt to disable the lost or stolen Radio Units/Mobile Digital Terminals.
- D. Provide the same level of Priority Access to the Radio System for the User as that afforded the City;
- E. At any time, if the City determines that the User's continued connection to the Master Site is causing harmful consequences or interference to the Master Site, other connected elements, or operations, the City shall have the right to take emergency measures to repair and/or remove the identified source(s) of the problem, up to and including disconnection of the User's system from the Master Site at the User's sole risk and expense. In the event the City takes emergency measures to stop interference or protect the Master Site, the City will contact the User or designee after the emergency has been resolved, and will notify the User in writing of the action(s) taken and describe possible steps necessary to mitigate the problem or prevent reoccurrence; and
- F. If the City determines Calhoun County is not in full compliance with the Agreement requirements and such compliance does not harm the Master Site or related components, cause interference, or adversely impact Master Site operations the City will contact User in writing about the noncompliance issue(s). If the User fails to bring its Radio System into compliance, as determined by the City, within 48 hours from the City's notice, the City may disconnect the User's connection to the Master Site at the User's sole risk and expense. If such disconnection occurs, the City will promptly notify the User or designee, in writing, of the actions taken.

III.

During the term of this Agreement, the User agrees to:

- A. Affirm that the City assumes no cost or responsibility for providing the Radio Units/Mobile Digital Terminals that will have access to the City's Master Site;
- B. Give the City at least ten (10) days prior written notice of its intent to increase, decrease, or otherwise change the number of Radio Units/Mobile Digital Terminals that have access to the City's Master Site. However, notwithstanding the previous sentence, in no event may the User increase the number of Radio Units/Mobile Digital Terminals above the maximum number of units set forth in Paragraph II (B);
- C. Notify the City that one or more of its Radio Units Mobile Digital Terminals have been lost or stolen within twenty-four (24) hours of determining that the Radio Units/Mobile Digital Terminals have been lost or stolen;
- D. Use the System Code Identification Number described in this Agreement to access the City's radio system as a Primary Dispatch System;
- E. Observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to, those of the FCC. In addition, the User agrees to observe and abide by

any applicable administrative rules promulgated by the City from and after the date such rules become effective and have been delivered to User. Further, the User acknowledges that, should any of these statutes, rules, regulations or administrative rules change during the term of this Agreement and if the change necessitates a modification of the Agreement, the modification may be effectuated by the City without incurring any liability for this modification. Should the City notify the User of any such change, the User shall have thirty (30) days to review and agree to any proposed changes made to this Agreement. If assent to the change is not given, this Agreement terminates;

- F. Always comply with the City's Radio System Technical, Security, Software, and Maintenance Requirements as per this Agreement. If the requirements change, the City will notify the User and provide a copy of the updated requirements; and
- G. If the User desires to disconnect from the Master Site at its sole risk and expense, User will provide a written request to the City and specify a disconnection date. The City will endeavor to accommodate the request within thirty (30) days of receipt of the request.

IV.

The City must approve the method of the User's connection to the Master Site. Any such "connection" will be performed by the City, or its authorized agent within a reasonable time after the receipt of User's written request. It may be necessary for Calhoun County to order connectivity from a commercial telephone provider. The City will assist Calhoun County in determining connectivity specifications so that the ordered connectivity conforms to technical requirements for proper Calhoun County interface into the Master Site. User's personnel and agents will have no physical access to the Master Site.

Within sixty (60) days from contract execution, the parties will complete and agree to a talk-group sharing plan and roaming arrangement between the parties' separate system users if applicable.

Connection by Calhoun County to the Master Site does not impact a party's separate ownership rights to radio system components that each party purchased separately.

V.

User's Radio System functionality, operation, and maintenance shall comply with the City's technical, security, software, and maintenance requirements and any future amendments as described below. Failure of Calhoun County to comply with these requirements shall automatically cause disconnection of the User's Radio System to the Master Site. The City will endeavor to provide written notice to Calhoun County with an opportunity to remedy the deficiency but, depending on the circumstances, prior written notice may not be possible. In this event, City will provide written notice to Calhoun County as soon as reasonable possible after the disconnection.

VI.

The City will not charge the User a Master Site "use fee," as Motorola Solutions has given the City consideration as a Regional partner in Golden Crescent COG to eliminate or minimize yearly price

increases for the purpose of extending Master Site use to external governmental agencies to improve public safety wireless communication interoperability among the government agencies and the City.

VII.

The User expressly understands and agrees to pay the City for the programming of the User's radios for use on the Radio System at a rate specified in the Fee Schedule, attached hereto and incorporated herein, upon initial access to the Radio System. Should the User's Radio Units/Mobile Digital Terminals require maintenance that destroys the original programming referred to above, after such maintenance each radio will be reprogrammed to the standard configuration at the rate specified in the attached Fee Schedule. In any instance in which the City performs Radio Unit programming services, the User agrees to pay the City the entire amount owed for the programming of Radio Units/Mobile Digital Terminals within thirty (30) days of the invoice date of such services. This fee is waived for the initial connection of the User's radios to the Master Site. Additional radios added after the initial install will be charged as specified in the afore mentioned clause.

VIII.

If the User desires a data network connection back to a specified location, the User agrees to pay all associated fees for setting up and maintaining this connection.

IX.

To the extent resources are available and solely at its discretion, City may provide radio equipment installation and radio services upon request of the User. If these services are provided, the User agrees to pay the City on a Time and Material basis at the rate specified in the Fee Schedule attached hereto and incorporated herein. The City agrees to invoice the User after the services are rendered, and the User agrees to pay invoices within thirty (30) days of the invoice date. Solely at the discretion of the City, the User may purchase certain additional parts and accessories from the City at a price set by the City. The City agrees to invoice the User after the parts and/or accessories are supplied to the User. The User agrees to pay the invoice within thirty (30) days of the invoice's date.

It is expressly understood that the City neither warrants nor assumes any responsibility for installation or use of equipment or for the reliability or adequacy of services provided hereunder. Further, by requesting that the City provide these services, the User assumes the total risk of any loss associated with the installation of the radio equipment; any loss resulting from the use of the radio equipment so installed; and any loss resulting from the use of radio equipment to which other radio services have been provided by the City.

X.

It is expressly understood and agreed that the City may increase the fees provided in this Agreement by giving the User written notice of its intention to increase fees at least ninety days (90) before the effective date of the proposed increase. Should such increase become effective

during a term of this Agreement, the increase will be prorated based upon the number of months remaining in the then current term of this Agreement. In the event of such mid-term fee increase, the User agrees to pay the total, prorated fee increase on or before thirty (30) days after the effective date of the fee increase. The User agrees to pay the City the entire amount owed from the fee increase within thirty (30) days of receiving notice. Notice may be in the form of an invoice.

XI.

The term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms unless it is terminated by either party by giving the other party prior written notice of its intention to terminate not less than sixty (60) days prior to the expiration of the term of this Agreement. Notwithstanding the preceding, this Agreement terminates:

- A. Immediately if all or substantially all of the authorization held by the City or the User is revoked by the FCC or its successor agency; or
- B. Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate. Should the User terminate this Agreement as provided in this paragraph, the User agrees that payment in full of all obligations owed to the City by the User is a condition precedent to termination. Should either party terminate the Agreement, the User is entitled to a refund of the pro rata share of any prepayment.

XII.

If the User fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the City has given the User written notice of such failure, then the User is in default under this Agreement. In the event of the User's default, the City has the right to terminate the Agreement, deny the User any service provided by the City under this Agreement, and retain all moneys paid to the City pursuant to the terms and conditions of this Agreement as liquidated damages. Every right and remedy of the City and User are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

XIII.

Should the City fail to perform as provided under the terms of this Agreement, the User's sole remedy is termination of this Agreement, and the City agrees to make a refund to the User of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Agreement.

XIV.

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission condition such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the City, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole

responsibility and expense of the User.

Calhoun County Radio System Security Rules and Regulations. Attached hereto and incorporated by reference is Exhibit A (System Security Requirements).

XV.

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR THE CITY: All notices and communications must be mailed as follows:

Original to: 1. City of Victoria Legal Department
P.O. Box 1758
Victoria, TX 77902

and

Copy to: 2. City of Victoria Information Technology Center
P.O. Box 1758
Victoria, TX 77902

FOR THE USER:

These addresses may be changed upon giving prior written notice to the other party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail.

XVI.

Neither party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall bind and benefit the City and the User and shall not bestow any rights upon any third party.

XVII.

This Agreement is governed by and construed according to the laws of the State of Texas. Exclusive venue of any action or claim arising out of this Agreement is Victoria, Texas. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring because of any future development or failure of performance.

XVIII.

The User will pay its obligations hereunder from available current revenues.

XIX.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties except for those modifications effectuated pursuant to the provisions of Paragraph III (E).

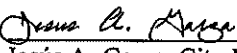
This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties except for those modifications effectuated pursuant to the provisions of Paragraph III (E).

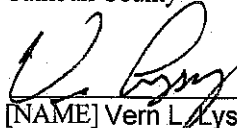
EXECUTED in multiple originals, each to have the same force and effect, as follows:

- A. It has been executed on behalf of the Calhoun County on the 12th day of March, 2025 [DATE], by [NAME];
and
- B. It has been executed on behalf of the City of Victoria on the ____ day of [DATE], by the City Manager, pursuant to a resolution of the Victoria City Council, authorizing such execution.

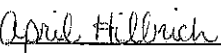
City of Victoria, Texas

Signed by:

Jesus A. Garza, City Manager
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4/2/2025

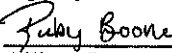
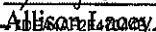
Calhoun County


[NAME] Vern L. Lyssy, County Judge

Attest:

DocuSigned by:

6075C0B5DDB1408...

Approved as to Form:

Signed by:
 Ruby N. Boone, Deputy City Attorney
 Allison Lacey, City Attorney FOR

Radio System Security Rules

Calhoun County

1. Before connection to the Master Site is allowed, Calhoun County agrees to provide the City of Victoria IT Director with a complete list of subscriber units, including System ID, Serial Number, Calhoun County Property or Asset Number (if different from SN), and Assigned Agency or Department. This list is to be kept current by Calhoun County as subscriber units are added, subtracted, and/or reassigned. Calhoun County agrees to provide an updated list to the City of Victoria IT Director within 3 days of any change in subscriber units.

Calhoun County shall not program, or allow to be programmed, for interoperability or any other purpose, any subscriber unit (radio) belonging to an entity that is not specifically authorized by interlocal or other agreement to operate on City of Victoria Radio System, without prior written approval of the City of Victoria IT Director.

09

9. Consider and take necessary action to accept the attached list of Donations to the Calhoun County Library for the month of February, 2025. (VLL)

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



Calhoun County Public Library

www.cclibrary.org

200 W. Mahan | Port Lavaca, TX 77979 Ph: 361.552.7323 Fax: 361.552.5218

Report February 2025

The following materials have been donated to the Calhoun County Public Library System during the month of February 2025

Books

68

8

34

24

Donor

Unknown

Darren McDonald

Mark Yang

Patricia Trevino

Paperbacks

23

Donor

Unknown

DVD

12

Donor

Barry Hunter

Others

\$14.75

\$2.49

\$50.00

\$100.00

\$18.00

\$60.00

\$14.15

Donor

Seadrift Donation Box

Port O'Connor Donation Box

To Port O'Connor Library by Mary Meitzen

To Port O'Connor Library by Kyong Eckert

To Port O'Connor Library by Sharon Kendall

To Port O'Connor Library by Mr. Rubeman

Calhoun County Donation Box

10

10. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Surplus/Salvage for the month of February, 2025. (VLL)

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



Calhoun County Public Library

www.cclibrary.org

200 W. Mahan | Port Lavaca, TX 77979 Ph: 361.552.7323 Fax: 361.552.5218

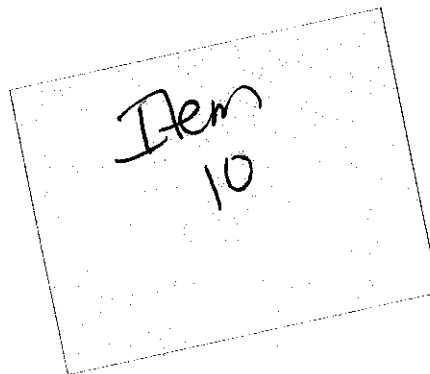
Report February 2025

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

87 Books

23 Paperbacks

12 DVD



11

11. Consider and take necessary action to declare the attached list of items for the Calhoun County Library as Waste for the month of February, 2025. (VLL)

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



Calhoun County Public Library

www.cclibrary.org

200 W. Mahan | Port Lavaca, TX 77979 Ph: 361.552.7323 Fax: 361.552.5218

Report February 2025

I would like the following items to be declared waste

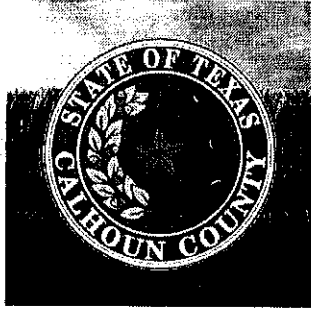
19 Books

12

12. Consider and take necessary action to approve a resolution in support of proposed Legislative Amendments of Governance of Pilotage in Matagorda and Lavaca Bays. (VLL)

Captain Michael Harris asks the Court for support.

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



Vern L. Lyssy
County Judge

David Hall, Commissioner, Precinct 1
Ronald Best, Commissioner, Precinct 2
Joel Behrens, Commissioner, Precinct 3
Gary Reese, Commissioner, Precinct 4

**Resolution of Support
Proposed Legislative Amendments to Governance
Of Pilotage in Matagorda and Lavaca Bays**

Whereas, Title 4 of the Texas Transportation Code relates to Navigation, and Subtitle B of Title 4 relates to Pilots; and

Whereas, Chapter 65, within Subtitle B of Title 4 of the Texas Transportation Code, is titled, "Pilots for Matagorda and Lavaca Bays;" and

Whereas, certain provisions of Chapter 65 should be amended to more appropriately provide for the governance of Pilotage within Matagorda and Lavaca Bays.

Whereas, proposed amendments to certain provisions of said Chapter 65 are attached to this Resolution (the "Proposed Amendments"); and

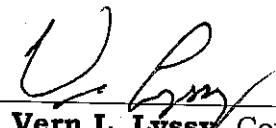
Whereas, the Proposed Amendments, if adopted by the Texas Legislature during any regular or special session conducted during Calendar Year 2025, and if adopted, signed into law by the Governor of the State of Texas, will properly protect and further the public interest generally, and more particularly the governance of the pilots and pilotage for and within Matagorda and Lavaca Bays; and

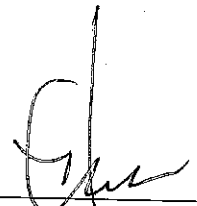
Whereas, the Calhoun County Commissioners' Court, has reviewed the Proposed Amendments and supports those Proposed Amendments.

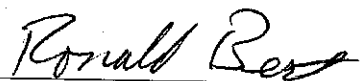
NOW, THEREFORE, BE IT RESOLVED, that the Proposed Amendments should be considered by the Texas Legislature, and, following appropriate process and input from all interested stakeholders, including but not limited to the Texas Transportation Commission, the various parties involved in commercial vessel use of the aforesaid Bays, and input from the general public, be adopted together with such other or further provisions as may be developed.

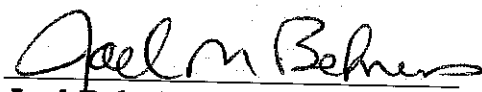
BE IT FURTHER RESOLVED that this Resolution be included in the permanent minutes of Commissioners' Court.

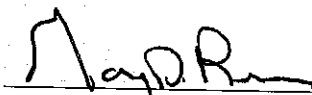
Adopted the 12th day of March, 2025.


Vern L. Lyssy, County Judge


David Hall
Commissioner, Precinct 1


Ronald Best
Commissioner, Precinct 2


Joel Behrens
Commissioner, Precinct 3


Gary Reese
Commissioner, Precinct 4

Attest: Anna Goodman, County Clerk

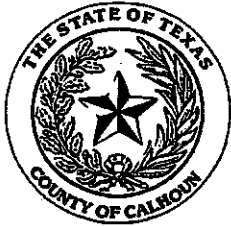

By: Deputy Clerk



13

13. Consider and take necessary action to purchase 0. 761 acres situated in the Santiago Gonzales Survey, Abstract No. 19, Calhoun County, Texas from Stofer Ltd. - McNeel Trusts; purchase price of \$480,000 with funding from Matagorda Bay Mitigation Trust Contract No. 080. Authorize Judge Lyssy to sign all closing documentation. (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



March 5, 2025

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

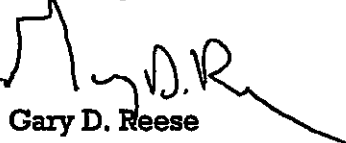
RE: AGENDA ITEM

Dear Judge Meyer:

Please place the following item on the Commissioners' Court Agenda for March 12, 2025.

- Consider and take necessary action to purchase 0.761 acres situated in the Santiago Gonzales Survey, Abstract No. 19, Calhoun County, Texas from Stofer Ltd. – McNeel Trusts; purchase price of \$480,000 with funding from Matagorda Bay Mitigation Trust Contract No. 080. Authorize Judge Lyssy to sign all closing documentation.

Sincerely,


Gary D. Reese

GDR/at



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are STOFER LTD. - MCNEEL TRUSTS (Seller) and County of Calhoun Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot _____, Block _____, Addition, _____, City of Port O'Connor, County of Calhoun, Texas, known as .761 Acres 77982 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**
- A. Cash portion of Sales Price payable by Buyer at closing. \$ 480,000.00
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ _____
- C. Sales Price (Sum of A and B) \$ 480,000.00
- D. The Sales Price ☐ will ☒ will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.

4. **LEASES:**
- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☒ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
- ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- ☒ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. **EARNEST MONEY AND TERMINATION OPTION:**
- A. **DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to Gulf Coast Title (Escrow Agent) at 2121 Sail Boat Dr, Port Lavaca, TX 77979 (address): \$ 5,000.00 as earnest money and \$ 100.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer VL and Seller SPF

TREC NO. 9-17

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 10 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME:** Time is of the essence for this paragraph and strict compliance with the time for performance is required.
6. **TITLE POLICY AND SURVEY:**
- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Gulf Coast Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☒ (i) will not be amended or deleted from the title policy; or
- ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☒ (2) Within 20 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: public park

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and Seller

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Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

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required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, utility; water, drainage, and public improvement districts): **POCID, special flood hazard areas, windstorm and hail insurance, wire fraud warning, Coastal Area Property, Environmental Continued... See Addendum Required Notices 1**

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

- D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller ☒ is ☐ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.

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and Seller

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- (4) Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller ☐ is ☒ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller ☐ is ☐ is not aware that the Property is located ☒ wholly ☐ partly in a floodplain.
- (8) Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt. If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before March 14, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. **SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) Seller will bear all recording fees and buyer will only bear other typical expenses to Buyer by Title Company.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Seller shall pay the following expenses (Seller's Expenses):

(a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;

(b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: ☐ \$ _____ or ☐ % of the Sales Price (check one box only); and

(c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.

(2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance; reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

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and Seller

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- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.**18. ESCROW:**

- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

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and Seller

TREC NO. 9-17

Phone:

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19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non- foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 211 S. Ann St. Ste. 301To Seller at: 2408 N WHEELER STREETPort Lavaca, TX 77979VICTORIA, TX 77904Phone: (361)553-4600Phone: (361)218-2705E-mail/Fax: vern.lyssy@calhouncotx.org

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at:

With a copy to Seller's agent at:

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

☐ Third Party Financing Addendum	☒ Addendum for Coastal Area Property
☐ Seller Financing Addendum	☒ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association	☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
☐ Buyer's Temporary Residential Lease	☐ Addendum for Sale of Other Property by Buyer
☐ Seller's Temporary Residential Lease	☐ Addendum for Property in a Propane Gas System Service Area
☐ Addendum for Reservation of Oil, Gas and Other Minerals	☐ Addendum for Section 1031 Exchange
☐ Addendum for "Back-Up" Contract	☒ Other (list): <u>Buyer's Conflict of Interest Disclosure, Exhibit A, special flood hazard areas, windstorm and hail insurance, wire Continued... See Addendum Other List of</u>
☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal	
☒ Addendum containing Notice of Obligation to Pay Improvement District Assessment	

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____Seller's
Attorney is: James Stofer2408 N WHEELER STREET
VICTORIA, TX 77904

Phone: _____

Phone: (361)218-2705

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Initialed for identification by Buyer

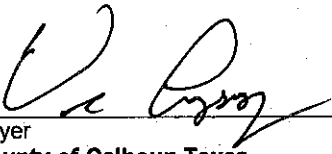
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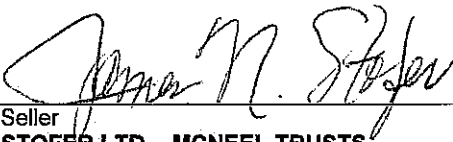
and Seller

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TREC NO. 9-17

EXECUTED the 12th day of march, 20 25 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)


Buyer
County of Calhoun Texas


Seller
STOFER LTD. - MCNEEL TRUSTS

Buyer

Seller



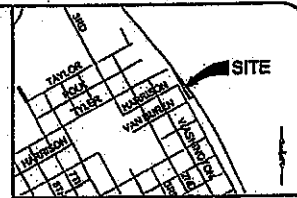
The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-17. This form replaces TREC NO. 9-16.

TREC NO. 9-17

LAND TITLE SURVEY

BEING A 0.761 ACRE TRACT OF LAND SITUATED IN THE SANTIAGO GONZALES SURVEY, ABSTRACT NO. 19, CALHOUN COUNTY, TEXAS AND BEING A RESIDUE OF THAT CERTAIN TRACT OF LAND DESCRIBED BY DEED DATED AUGUST 30, 1938 CONVEYED FROM PORT O'CONNOR TOWNSITE COMPANY TO MARY T. VANDENBERGE, ET AL AS RECORDED IN VOLUME 35, PAGE 560 OF THE DEED RECORDS, CALHOUN COUNTY, TEXAS, FURTHER DESCRIBED AS A CALLED 2000 ACRE TRACT OF LAND AS RECORDED IN VOLUME W, PAGE 297 OF THE DEED RECORDS, CALHOUN COUNTY, TEXAS.

SANTIAGO GONZALES SURVEY ABSTRACT NO. 19 CALHOUN COUNTY, TEXAS

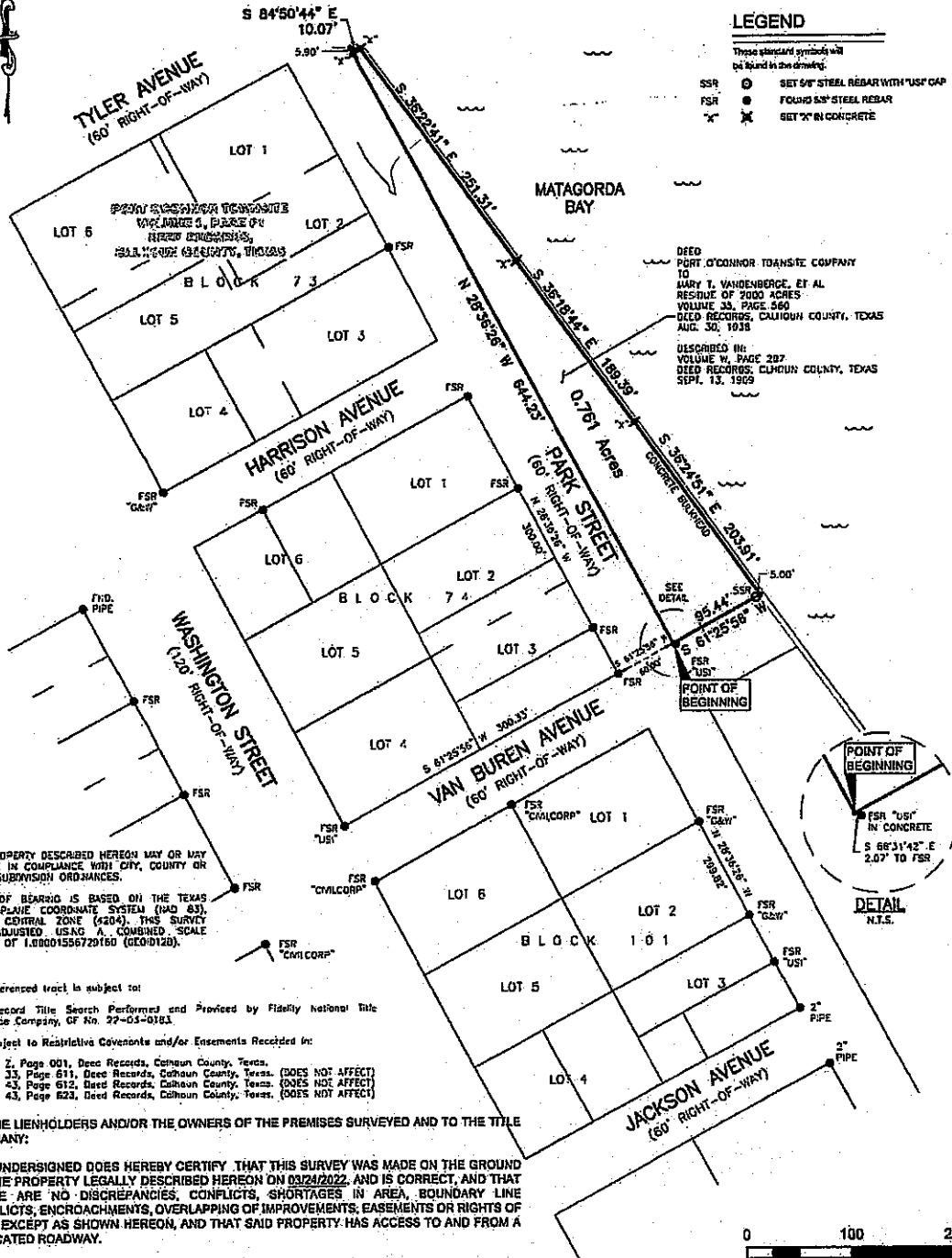


VICINITY MAP

LEGEND

These standard symbols will be found in the drawing:

SSR	SET 6" STEEL REBAR WITH "US" CAP
FSR	FOUND 6" STEEL REBAR
"X"	SET "X" IN CONCRETE



NOTE:

THE PROPERTY DESCRIBED HEREON MAY OR MAY NOT BE IN COMPLIANCE WITH CITY, COUNTY OR STATE SUBDIVISION ORDINANCES.

BASIS OF BEARING IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH COASTAL ZONE (4204). THIS SURVEY WAS ADJUSTED USING A COMBINED SCALE FACTOR OF 1.00001556729160 (GDA0120).

Note:

The referenced tract is subject to:

1. Record Title Search Performed and Provided by Fidelity National Title Insurance Company, CF No. 22-04-0183.

2. Subject to Restrictive Covenants and/or Easements Recorded in:

Volume 2, Page 001, Deed Records, Calhoun County, Texas. (DOES NOT AFFECT)
Volume 33, Page 611, Deed Records, Calhoun County, Texas. (DOES NOT AFFECT)
Volume 43, Page 612, Deed Records, Calhoun County, Texas. (DOES NOT AFFECT)
Volume 43, Page 823, Deed Records, Calhoun County, Texas. (DOES NOT AFFECT)

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE COMPANY:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON ON 03/24/2022, AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

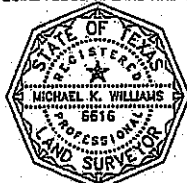
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CALHOUN COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48057C 0383 & 0384E, MAP REVISED OCT. 15, 2014, THE SUBJECT PROPERTY IS LOCATED IN ZONE AE (EL9) WHICH IS A SPECIAL FLOOD HAZARD AREA. BASE FLOOD ELEVATION DETERMINED.

SIGNED:

Michael K. Williams

04/26/2022

URBAN SURVEYING, INC.
BY: MICHAEL K. WILLIAMS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS No. 6516



0 100 200

GRAPHIC SCALE IN FEET



VICTORIA, TEXAS (361) 576-9837 FIRM # 10021100
GUERO, TEXAS (361) 277-9081 FIRM # 10021101
SAN ANTONIO, TEXAS (210) 267-6654 FIRM # 10193453

DRAWN BY: EBD
JOB NO.: S25054.00

BROKER INFORMATION

(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents

☐ Buyer only as Buyer's agent☐ Seller as Listing Broker's subagent

Listing Broker Firm _____

License No. _____

represents

☐ Seller and Buyer as an intermediary☐ Seller only as Seller's agent

Associate's Name _____

License No. _____

Listing Associate's Name _____

License No. _____

Team Name _____

Team Name _____

Associate's Email Address _____

Phone _____

Listing Associate's Email Address _____

Phone _____

Licensed Supervisor of Associate _____

License No. _____

Licensed Supervisor of Listing Associate _____

License No. _____

Other Broker's Address _____

Phone _____

Listing Broker's Office Address _____

Phone _____

City _____

State _____

Zip _____

City _____

State _____

Zip _____

Selling Associate's Name _____

License No. _____

Team Name _____

Selling Associate's Email Address _____

Phone _____

Licensed Supervisor of Selling Associate _____

License No. _____

Selling Associate's Office Address _____

City _____

State _____

Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (☐ \$_____ or ☐ _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

TREC NO. 9-17

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent Gulf Coast Title Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

TREC NO. 9-17

0.761 ACRES

THE STATE OF TEXAS)
THE COUNTY OF CALHOUN}

BEING a 0.761 acre tract of land situated in the Santiago Gonzales Survey, Abstract No. 19, Calhoun County, Texas and being a residue of that certain tract of land described by Deed dated August 30, 1938 conveyed from Port O'Connor Townsite Company to Mary T. Vandenberg, et al as recorded in Volume 35, Page 560 of the Deed Records, Calhoun County, Texas, further described as a called 2000 acre tract of land as recorded in Volume w, Page 297 of the Deed Records, Calhoun County, Texas, said 0.761 acre tract being particularly described by metes and bounds as follows:

BEGINNING at a point marking the intersection of the northeast line of Park Street (a 60-foot Right-of-Way), with the northwest line of Van Buren Avenue (a 60-foot Right-of-Way) for the south corner of the herein described tract, from which a found 5/8" steel rebar with yellow plastic cap stamped "URBAN SURVEYING, INC." in concrete bears South 68°31'42" East, a distance of 2.07 feet;

THENCE, North 28°36'26" West, along the northeast right-of-way line of said Park Street, at a distance of 638.33 feet passing a set chiseled "X" in concrete for reference and continuing for a total distance of 644.23 feet to a point along a broken concrete bulkhead for the northwest corner of the herein described tract;

THENCE, South 84°50'44" East, a distance of 10.07 feet to a set chiseled "X" in a concrete bulkhead along the southwest shoreline of Matagorda Bay for the northeast corner of the herein described tract;

THENCE, along the meanders of said Matagorda Bay, with the top of said concrete bulkhead, the following three (3) courses and distances:

- South 36°22'41" East, a distance of 251.31 feet to a set chiseled "X" in concrete for an angle point of the herein described tract;
- South 36°18'44" East, a distance of 189.39 feet to a set chiseled "X" in concrete for an angle point of the herein described tract;
- South 36°24'51" East, a distance of 203.91 feet to a point along the southwest shoreline of said Matagorda Bay and being along the northwest right-of-way line of the aforementioned Van Buren Avenue for the east corner of the herein described tract;

THENCE, South 61°25'56" West, along the northwest right-of-way line of said Van Buren Avenue, at a distance of 5.00 feet passing a 5/8" steel rebar with yellow plastic cap stamped "URBAN SURVEYING, INC." for reference and continuing for a total distance of 95.44 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds a 0.761 acre tract of land, more or less.

Basis of bearing is based on the Texas State Plane Coordinate System (NAD 83), South Central Zone (4204). This survey was adjusted using a combined scale factor of 1.00001556729160 (GEOID12B).

The foregoing legal description and accompanying survey plat were prepared from an actual survey made on the ground under my supervision in March, 2022 and are true and correct to the best of my knowledge and belief.



04/26/2022

Urban Surveying, Inc.
By: Michael K. Williams
Registered Professional Land Surveyor
Texas No. 6616



\$25054.00

ADDENDUM TO UNIMPROVED PROPERTY CONTRACT

SELLER: Stofer Ltd. - McNeel Trust

BUYERS: County of Calhoun Texas

PROPERTY: 0.761 acres Original Townsite of Port O'Connor, Calhoun County, Texas

The Conveyance Instrument will be a Special Warranty Deed and the Buyer agrees that:

GRANTORS HAVE NOT MADE, AND DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, GRANTORS DO NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE TEXAS SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS, FOR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY, AND THE PROPERTY IS BEING SOLD, TRANSFERRED AND ASSIGNED TO GRANTEE "AS IS" AND "WITH ALL FAULTS" WHICH CONDITIONS THE GRANTEE ACCEPTS UNDER THE SPECIAL WARRANTY DEED.

SELLER:

Buyer: County of Calhoun Texas

Stofer Ltd. - McNeel Trust

By:

James N. Stofer, General Partner

By:

By:

EXHIBIT "A"

ADDENDUM

PROPERTY: .761 Acres, Port O'Connor, TX 77982

1) Required Notices

assessment, threatened or endangered species, and wetlands, buyers conflict of interest disclosure

2) Other List of Agreement

fraud warning, Amendment to information form of POCID

Date:

3-06-15

Signature

James M. Steyer

Date:

3-12-2025

Signature

[Signature]

Date:

Date:

Signature

Signature

Addendum

**ENVIRONMENTAL ASSESSMENT, THREATENED OR
ENDANGERED SPECIES, AND WETLANDS ADDENDUM****TO CONTRACT CONCERNING THE PROPERTY AT**

.761 Acres, Port O'Connor, TX 77982
(Address of Property)

- ☒ A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- ☐ B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- ☒ C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 10 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Buyer
County of Calhoun Texas

Seller
STOFER LTD. - MCNEEL TRUSTS

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 28-2. This form replaces TREC No. 28-1.

TREC No. 28-2



**ADDENDUM FOR
COASTAL AREA PROPERTY**
(SECTION 33.135, TEXAS NATURAL RESOURCES CODE)
TO CONTRACT CONCERNING THE PROPERTY AT

.761 Acres, Port O'Connor, TX 77982

(Address of Property)

NOTICE REGARDING COASTAL AREA PROPERTY

1. The real property described in and subject to this contract adjoins and shares a common boundary with the tidally influenced submerged lands of the state. The boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the property described in this contract may gain or lose portions of the tract because of changes in the boundary.
2. The seller, transferor, or grantor has no knowledge of any prior fill as it relates to the property described in and subject to this contract except: _____
3. State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.
4. The purchaser or grantee is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the property described in and subject to this contract. Information regarding the location of the applicable tide line as to the property described in and subject to this contract may be obtained from the surveying division of the General Land Office, in Austin.

Buyer

County of Calhoun Texas

Seller

STOFER LTD. - MCNEEL TRUSTS

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 33-2 This form replaces TREC No. 33-1.

TREC No. 33-2



INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

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CONCERNING THE PROPERTY AT .761 Acres
Port O'Connor, TX 77982

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area is designated on flood insurance rate maps with a zone beginning in a "V" or "A". Both V-Zone and A-Zone areas indicate a high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
 - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters:
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

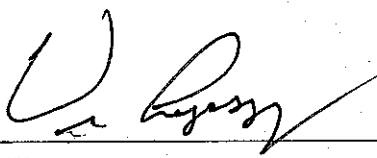
- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:

			
Signature	Date	Signature	Date



INFORMATION REGARDING WINDSTORM AND HAIL INSURANCE FOR CERTAIN PROPERTIES

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A. GENERAL NOTICE:

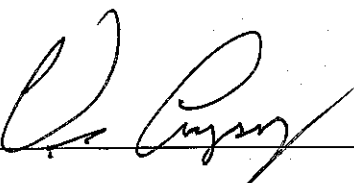
- (1) In some areas of the state, windstorm and hail insurance is not reasonably available to a substantial number of the owners of insurable property located in that area because of unusually frequent and severe damage resulting from windstorms and hailstorms.
- (2) A property located in such an area may be subject to additional requirements to obtain or continue windstorm and hail insurance coverage.
- (3) Coastal counties in which this could occur include: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy; and second tier coastal counties: Bee, Brooks, Fort Bend, Goliad, Hardin, Harris, Hidalgo, Jackson, Jim Wells, Liberty, Live Oak, Orange, Victoria, and Wharton.

B. LENDER REQUIREMENTS: Lenders who make loans on properties located in such an area typically require the owner to maintain windstorm and hail insurance. A buyer should contact their lender regarding specific insurance requirements for a property. The failure to obtain required insurance at or before closing may delay the transaction or result in termination of the contract, either of which can impose both inconvenience and cost to the buyer and seller.

C. TEXAS WINDSTORM INSURANCE ASSOCIATION: If a buyer is unable to obtain windstorm and hail insurance through the private insurance market, the property may qualify for insurance coverage through the Texas Windstorm Insurance Association. A certificate of compliance issued by the Texas Department of Insurance or the Texas Windstorm Insurance Association may be required for buildings constructed, altered, remodeled, enlarged, repaired, or added to on or after January 1, 1988.

D. RESOURCES: For more information, contact the Texas Department of Insurance or the Texas Windstorm Insurance Association. A map of current areas, designated by the Texas Department of Insurance, is available on their website: <http://www.tdi.texas.gov/wind/maps/index.html>.

The undersigned acknowledge receipt of this notice.



Signature

Date

Signature

Date

EXHIBIT "A"
September 2024

NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT

The real property that you are about to purchase is located in the Port O'Connor Improvement District (the "District") and may be subject to District taxes or assessments. The District may, subject to voter approval, impose taxes and issue bonds. The District may impose an unlimited rate of tax in payment of such bonds. The current rate of the District property tax is \$.48 on each \$100 of assessed valuation.

The total amounts of bonds payable wholly or partly from property taxes, excluding any bonds or any portions of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters are:

\$ 52 million for water, sewer, and drainage facilities;

The aggregate initial principal amounts of all such bonds issued are:

\$ 27,280,000 for water, sewer, and drainage facilities;

The total amounts of bonds payable wholly or partly from property taxes, excluding any bonds or any portions of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters within the Defined Area No. 1 to serve the Defined Area No. 1 are:

\$ 20 million for specified facilities;

The aggregate initial principal amounts of all such bonds issued are:

\$ 0

The District has the authority to levy a sales and use tax on taxable transactions within the District and to issue bonds payable from such taxes. As of this date, the rate of sales and use tax levied by the District on all taxable transactions within the District is 1.5%. The aggregate initial principal amount of all bonds issued and payable in whole or in part from sales and use taxes is \$0.

The purpose of the District is to provide water, sewer, and drainage facilities and services. The cost of District facilities is not included in the purchase price of your property.

SELLER:

3-06-75
(Date)

Anna N. Steyer
Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of real property or at closing of purchase of the real property.

PURCHASER:

3-12-2025
(Date)

[Signature]
Signature of Purchaser

AFTER RECORDING, return to: _____

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2024-03108

AM Fee: \$41.00
10/10/2024 02:36 PM jholladay



Anna M. Goodman

Anna Goodman, County Clerk
Calhoun County, Texas



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021



**ADDENDUM CONTAINING NOTICE OF OBLIGATION
TO PAY IMPROVEMENT DISTRICT
ASSESSMENT TO PORT O'CONNOR IMPROVEMENT DISTRICT , TEXAS**

(insert name of municipality or county levying assessment)

CONCERNING THE FOLLOWING PROPERTY

.761 Acres, Port O'Connor, TX 77982

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to **PORT O'CONNOR IMPROVEMENT DISTRICT**, Texas, for the costs of a portion of a public improvement or
(insert name of municipality or county, as applicable)

services project (the "Authorized Improvements") undertaken for the benefit of the property within

POCID

(the "District") created under **POCID**

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local

Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from **POCID**

(insert name of municipality or county, as applicable)

The exact amount of each annual installment will be approved each year by **POCID**

(insert name of city council or county

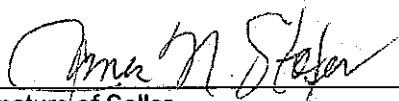
commissioners court, as applicable)

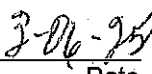
in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from **POCID**

(insert name of municipality

or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.


Signature of Seller
STOFER LTD. - MCNEEL TRUSTS

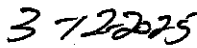

Date

Signature of Seller

Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.


Signature of Buyer
County of Calhoun Texas


Date

Signature of Buyer

Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 53-0.

TREC No. 53-0

AMENDMENT TO INFORMATION FORM OF
PORT O'CONNOR IMPROVEMENT DISTRICT

THE STATE OF TEXAS

§

§

COUNTY OF CALHOUN

§

We, the undersigned, constituting a majority of the members of the Board of Directors of PORT O'CONNOR IMPROVEMENT DISTRICT (Formerly, Port O'Connor Municipal Utility District (the "District")) do hereby make, execute and affirm this Information Form in compliance with TEXAS WATER CODE §49.452 and §49.455 and 30 TEXAS ADMIN. CODE §293.92. We do hereby certify as follows:

1. The name of the District is: Port O'Connor Improvement District.
2. The most recent rate of taxes levied by the Port O'Connor Improvement District is \$0.48 per \$100 of assessed valuation. This rate applies to all property in the District.
3. The most recent rates of taxes levied by the District for property located in Defined Area No. 1 within the District is \$0.52 per \$100 of assessed valuation. Such amount is in addition to the taxes levied District wide.
4. No standby fee is presently imposed by the District.
5. The form Notice to Purchasers required by § 49.452, Texas Water Code, as amended, to be furnished by a seller to a purchaser of real property in the District is attached hereto as Exhibit "A" and incorporated herein for all purposes.

ADOPTED AND MADE EFFECTIVE THIS 5th day of September, 2024.

[signature pages to follow]

2024-03108 AM Total Pages: 5

DSMCH

Danny McGuire, President

Mike Clifton

Mike Clifton, Vice-President

Nathan O'Neill

Nathan O'Neill, Secretary

Victor Mozisek

Victor Mozisek, Assistant Vice-President

John "Red" Childers

John "Red" Childers, Assistant Secretary

THE STATE OF TEXAS

§

COUNTY OF CALHOUN

§

§

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Danny McGuire, Mike Clifton, Nathan O'Neill, Victor Mozisek and John "Red" Childers known to me to be the persons and officers whose names are subscribed to the foregoing instrument and affirmed and acknowledged that said instrument is correct and accurate to the best of their knowledge and belief, and that they executed the same for the purposes and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of October, 2024.



Kim Stafford
Notary Public, State of Texas

AFTER RECORDING, return to: Port O' Connor Improvement District c/o Walker Keeling LLP,
P.O. Box 108 Victoria, Texas 77902, Attn: Donna Grafe-Tucker.



WIRE FRAUD WARNING

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Buyers and Sellers Beware: Criminals are targeting real estate transactions. Don't be a victim of wire fraud.

What is wire fraud and how does it occur? Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, a lender, or another trusted source. These fraudulent emails seem legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud? You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should verify the communication's authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

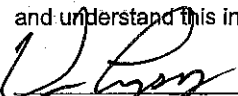
Notice: This brokerage will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, your lender, the title company, and your agent.

This form was provided by:

By signing below I acknowledge that I received, read,
and understand this information and notice.

Broker's Printed Name

 3-12-2025
☐ Seller ☒ Buyer Date
County of Calhoun Texas

By: _____
Broker's Associate's Signature Date

☐ Seller ☒ Buyer Date



WIRE FRAUD WARNING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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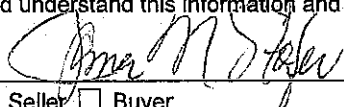
Notice: This brokerage will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, your lender, the title company, and your agent.

This form was provided by:

By signing below I acknowledge that I received, read,
and understand this information and notice.

Broker's Printed Name

 3-06-15
☒ Seller ☐ Buyer Date
STOFER LTD. - MCNEEL TRUSTS

By: _____
Broker's Associate's Signature Date

☒ Seller ☐ Buyer Date

**AGREEMENT ADDENDUM
BUYER'S CONFLICT OF INTEREST DISCLOSURE**

1. **WELLS FARGO BANK, N.A. ("WELLS FARGO") AFFILIATION AND CONTROL PERSON.** *Buyer to initial as applicable:* Buyer and/or Buyer's spouse, or any of their relatives living at the same address, is ____ / is not ✓ an employee or "control person" of Wells Fargo or any affiliate, subsidiary or parent of Wells Fargo. A "control person" includes a director, policy-making officer, or 10% stockholder.
2. **WELLS FARGO BANK AFFILIATE BUSINESS ENTITY.** *Buyer to initial as applicable:* Buyer is ____ / is not ✓ a business, subsidiary, parent, affiliate, or agent acting on behalf of a business, subsidiary, parent or affiliate of Wells Fargo.
3. **ERISA MATTERS.** *Buyer to initial as applicable:* Buyer is ____ / is not ✓ an "employee benefit plan" (a "Plan") as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), an asset of such a Plan, or a person acting for the benefit of such a Plan. Buyer represents, warrants, and covenants that:
 - a. the purchase of the Property will not be prohibited under Section 406 of ERISA, Section 4975 of the Internal Revenue Code of 1986, as amended (the "IRC"), or any other rule, regulation, policy, procedure, judgment or order that is similar to Title I of ERISA or Section 4975 of the IRC;
 - b. to the extent that any assets of the Buyer are treated as an asset of a Plan, (i) any such Plan's interest in the Buyer is managed by a "QPAM" as defined in Section VI(a) of U.S. Department of Labor Prohibited Transaction Class Exemption 84-14 (the "QPAM Exemption"), (ii) neither Wells Fargo nor any its "affiliates" (within the meaning of Section VI(c) of the QPAM Exemption) has the authority to appoint or terminate any such QPAM or negotiate the terms of any management agreement between any such employee benefit plan and any such QPAM, (iii) Wells Fargo is not any such QPAM and is not "related" (within the meaning of Section VI(h) of the QPAM Exemption) to any such QPAM, and (iv) such QPAM is responsible for exercising independent judgment in evaluating the transactions reflected in the Agreement and this Addendum;
 - c. neither Wells Fargo nor any of its affiliates are acting as a fiduciary within the meaning of Section 3(21)(A) of ERISA in respect of any of the assets of Buyer that are involved in the Agreement or this Addendum; and
 - d. neither Wells Fargo nor any of its affiliates have any responsibility for governing or overseeing the conduct of the Buyer or any QPAM and all decisions have been the result of arms' length negotiations between the parties.

14

14. Consider and take necessary action to accept anonymous donation to the Sheriffs Office 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:	Ronald Best, Commissioner Pct 2
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: VERN LYSSY, COUNTY JUDGE

SUBJECT: ACCEPT DONATION TO SHERIFF'S OFFICE

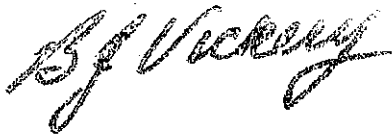
DATE: MARCH 12, 2025

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

AGENDA FOR MARCH 12, 2025

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

Sincerely,

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

**Bobbie Vickery
Calhoun County Sheriff**

Holland Clarke

PORT LAMACA, TX 77919

3/4/25

DATE

2775
30-8386/3140

PAY TO THE
ORDER OF

Emmanuel City Security Dept \$ 2500.00

DOLLARS



Microprint
Deposit
Order in USA

RBCU

rbcu.org

FREEDOM
CHECK

FOR

03140896810

2775

15

15. Consider and take necessary action to approve the contract between Calhoun County and BLS Construction Inc., for Bid Number 2024.12 – Calhoun County Green Lake Park – Phase 1; Project 1 Calhoun County, Texas that was awarded on February 26, 2025 and authorize County Judge to sign all documents. (GDR)

Matt Glaze explained the contractor is eager to get started.

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

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 February 26, 2025.

OWNER:

CONTRACTOR:

CALHOUN COUNTY

BLS CONSTRUCTION, INC.

By: [Signature]

Vern L. Lyssy, County Judge

By: [Signature]

William Key, President

(Corporate Seal)

(Corporate Seal)

Attest: [Signature]

Title: [Signature]

Attest: [Signature]

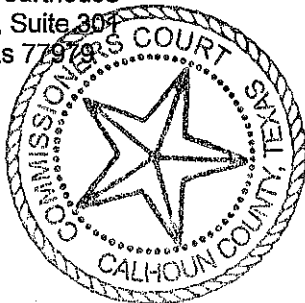
Title: Assistant Project Manager

Address for giving notices:

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

Address for giving notices:

207 Fahrenthold Street
El Campo, Texas 77437



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: William Key

Title: _____

Title: President

Address: _____

Address: 207 Fahrenthold St

Phone: _____

Phone: 979-543-2696

Facsimile: _____

Facsimile: 979-543-5006

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between CALHOUN COUNTY, (hereinafter called OWNER), and BLS CONSTRUCTION, INC., (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 180 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 **\$389,038.30 for the Total Base Bid**, attached hereto as an exhibit. As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. 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.]

MERCHANTS
BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

ENDORSEMENT

It is hereby understood and agreed that Bond No.: 101424354

Principal: BLS Construction Inc
Calhoun County

Obligee: _____

in the Merchants National Bonding, Inc. , is changing this bond effective 3-3-2025

FROM:

Bond Amount \$389,083.30

Job Name: Green Lake Park - Phase I

TO:

Bond Amount: \$389,038.30

Job Name: Bid No. 2024.12 - Calhoun County Green Lake Park - Phase I; Project 1, Calhoun County, Texas

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 5th day of March, 2025

Merchants National Bonding, Inc.

By Ana Rodriguez

Ana Rodriguez
Attorney-In-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Ana Rodriguez; Coy T Sunderman; Denise Dugan; JD Steanson; James Russell; Kristie Rodriguez; Ronda Brown; Shanna Wagner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

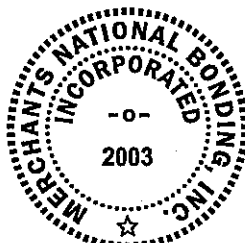
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



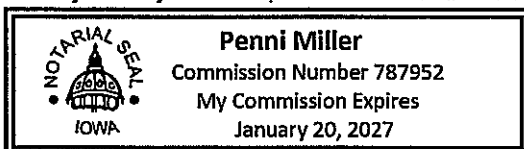
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of March, 2025.



Elisabeth Sandersfeld
Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 101424354

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

BLS Construction, Inc.
207 Fahrenthold St
El Campo, TX 77437

SURETY (Name and Principal Place of Business):

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines Iowa 50266

OWNER (Name and Address):

Calhoun County
211 South Ann Street
Port Lavaca, TX 77979

CONSTRUCTION CONTRACT

Date: *February 26, 2025*

Amount: \$389,083.30

Description (Name and Location): Green Lake Park -Phase I

BOND

Date (Not earlier than Construction Contract Date): March 3, 2025

Amount: \$389,083.30

Modifications to this Bond:

☒ None

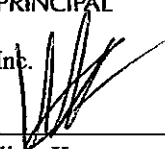
☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

BLS Construction, Inc.

(Corporate Seal)

Signature: 

Name and Title: William Key
President

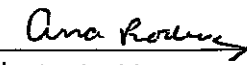
(Any additional signatures appear on page 3)

SURETY

Company:

Merchants Bonding Company (Mutual)

(Corporate Seal)

Signature: 

Name and Title: Ana Rodriguez
Attorney-In-Fact

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

AssuredPartners of Texas LLC dba Texas Associates Insurors
1120 Capital of TX Hwy S #3-300
Austin, TX 78746
512-328-7676

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Urban Engineering
2004 N Commerce St, Victoria TX 77901

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 Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 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 its address 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 Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction 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 Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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 Construction Contract; or

4.2 Undertake to perform and complete the Construction 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 Construction 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 Construction 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's 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;

5 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 therefore to the Owner; or

5.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

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 Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety had 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 Construction Contract, and if the Surety elects to act under Subparagraph 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 Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the 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 Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction 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 Construction 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 Construction 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 Construction 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 avail-

able 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 construction 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 Construction 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 Construction Contract.

12.2 Construction 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 Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 101424354

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

BLS Construction, Inc.
207 Fahrenthold St
El Campo, TX 77437

OWNER (Name and Address):

Calhoun County
211 South Ann Street
Port Lavaca, TX 77979

CONSTRUCTION CONTRACT

Date: *February 26, 2025*

Amount: \$389,083.30

Description (Name and Location): Green Lake Park -Phase 1

SURETY (Name and Principal Place of Business):

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines Iowa 50266

BOND

Date (Not earlier than Construction Contract Date): March 3, 2025

Amount: \$389,083.30

Modifications to this Bond:

☐ None

☒ See Page 6

CONTRACTOR AS PRINCIPAL

Company:

BLS Construction, Inc.

(Corporate Seal)

Signature: _____

Name and Title: William Key
President

(Any additional signatures appear on page 6)

SURETY

Company:

Merchants Bonding Company (Mutual)

(Corporate Seal)

Signature: _____

Name and Title: Ana Rodriguez
Attorney-In-Fact

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

AssuredPartners of Texas LLC dba Texas Associates Insurors
1120 Capital of TX Hwy S #3-300
Austin, TX 78746
512-328-7676

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Urban Engineering
2004 N Commerce St, Victoria TX 77901

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 for use in the performance of the Construction 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, indemnities, and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address 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 address 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 has 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 (at the address 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 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 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

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 Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction 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 Construction 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 Construction 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 Construction 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 Subparagraph 4.1 or Clause 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 address 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 construction 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 by 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 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 Construction 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 Construction 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 Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Section 6 is modified by adding section 6.3.

6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Ana Rodriquez

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of March, 2025.



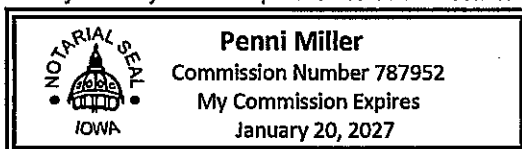
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of March, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of March, 2025.



Elisabeth Sandersfeld
Secretary



BLSCONS-01

TXARODRIQUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Austin
1120 S Capital of Texas Hwy
Bldg 3, Suite 300
Austin, TX 78746

CONTACT

NAME:
PHONE
(A/C, No, Ext): (512) 328-7676

FAX
(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: National Trust Insurance Co

INSURER B: FCCI Insurance Company

10178

INSURER C: Sirius International Insurance Corporation

16820

INSURER D:

INSURER E:

INSURER F:

INSURED

BLS Construction, Inc.
William Key
207 Fahrenthold Street
El Campo, TX 77437

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		CPP100066088-04	1/31/2025	1/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		CA100066089-04	1/31/2025	1/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X		UMB100066091-04	1/31/2025	1/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0100066090-04	1/31/2025	1/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented			CPP100066088-04	1/31/2025	1/31/2026	Limit 120,000
C	Prof/Pollution			CPPL-S0001854-04	1/31/2025	1/31/2026	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Calhoun County, Calhoun County's Employees and Owner's Engineer are all named as an additional insured.

CERTIFICATE HOLDER

Calhoun County
211 S Ann Street 3rd Floor
Port Lavaca, TX 77979

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brady K Go

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

BLS Construction, Inc.
El Campo, TX United States

Certificate Number:
2025-1276218

Date Filed:
03/03/2025

Date Acknowledged:

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

Calhoun County

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

2024.12
Calhoun County Green Lake Park-Phase 1

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 William Key, and my date of birth is [REDACTED]

My address is [REDACTED], El Campo, TX, 77437, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Wharton County, State of Texas, on the 3rd day of March, 2025
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

16

16. Consider and take necessary action to make salary adjustment as needed from SB22 Grant.
(VLL)

Sheriff explained the grant and how it would be used.

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

17

17. Consider and take necessary action to amend the 2025 Salary Order. (VLL)

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

2025 ORDER PASSING MAXIMUM SALARIES

AMENDMENT DATE MARCH 12, 2025
EFFECTIVE DATE MARCH 15, 2025

	<u>Annual Amount</u>	<u>*Increase to get to Annual Amount</u>
<u>Jail Operations</u>		
Increase to Total Annual Grant Amount of	\$8,000:	
Assistant Jail Administrator Grant		\$3,000

*In the original 2025 Salary Order and Budget, the Assistant Jail Administrator-Grant amount was \$5,000.

This increase is fully funded by SB22.

18

18. Consider and take necessary action remove 2001 Dodge Ram VIN 3B7HC13Y81 G798018 asset# 565-0783 from the Sheriffs Office and get ready for auction. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Ronald Best, Commissioner Pct 2
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: VERN LYSSY, COUNTY JUDGE

SUBJECT: Remove Asset 565-0783

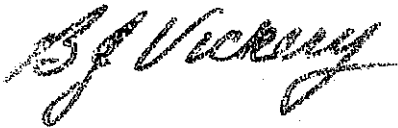
DATE: MARCH 6, 2025

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

AGENDA FOR MARCH 12, 2025

* Consider and take necessary action remove 01 Dodge Ram VIN
3B7HC13Y81G798018 asset # 565-0783 from the Sheriff's Office and get ready for
auction.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bobbie Vickery", written in dark ink.

**Bobbie Vickery
Calhoun County Sheriff**

19

19. Consider and take necessary action to approve the Specifications and Contract Documents for Bid Number 2025.06 – AWOS Installation Project for 24AWPTLAV Calhoun County Airport, Port Lavaca, Texas and authorize the County Auditor to advertise for bids. Sealed Bids are due until 2:00:00 PM, Thursday, April 10, 2025 at the Calhoun County Judge's office. (RB)

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

**Contract Documents and Specifications for
AWOS Installation Project
For
24AWPTLAV
Calhoun County Airport
Port Lavaca, Texas**

BID NUMBER: 2025.06



SEALED BIDS ARE DUE UNTIL:
2:00:00PM, Thursday, April 10, 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, April 10, 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.

**TABLE OF CONTENTS Calhoun
County Airport**

- Notice to Bidders
- Bidder Qualifications
- Instructions to Bidders
- Required Documents
 - Bid Form
 - Qualification Acknowledgement
 - Evidence of Competency
 - Evidence of Financial Responsibility
 - Evidence of Insurance Coverage for Worker's Compensation and Commercial General Liability and Texas Business Automobile
 - Affidavit
 - Conflict of Interest Questionnaire Form CIQ
 - Certification Regarding Debarment & Suspension & Other Responsibility Matters
 - Certification Regarding Lobbying
 - Disclosure of Lobbying Activities
 - House Bill 89 Verification
 - Residence Certification
 - W-9
- AWOS Technical Specifications
- Calhoun County General Conditions
- Wage Rates
- Airport Layout Plan and Property Map
- Sample Contract
- General Construction Contract Provisions, Volume Dated February (Aviation General Construction Provisions (txdot.gov)); Use latest Version of Referenced Advisory Circulars.

NOTICE TO BIDDERS

Automated Weather Observation System

Sealed bids for the installation of Automated Weather Observation System III with optional Present Weather Sensor and Thunder Strike Alert (AWOS III PT) to replace an existing Automated Weather Observation System need to be addressed and delivered to the Calhoun County Judge Vern L. Lyssy, Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas 77979. Bids will be accepted until, Thursday, April 10, 2025 at 2:00:00PM then publicly opened and read. Any bid received after closing time will be returned unopened.

In general, the Aviation Construction work consists of: Siting and licensing (if relocating) and installation of an Automated Weather Observation System III with optional Present Weather Sensor, Thunder Strike Alert (AWOS III PT) to replace an existing Automated Weather Observation System. The system shall be installed in accordance with this specification and as approved in Federal Aviation Administration Advisory Circular 150/5220-16, latest version and FAA Order 6560-20B, or latest version.

Bidding documents may be examined at: www.calhouncotx.org, (under Public Notices, Bid Notices and Results, Bid Notices, 2025)

Technical questions concerning the specifications should be directed via email to Lou Svetlik (361) 550-1135, gatewayflightcenter@gmail.com at least 10 days prior to the bid opening should the owner require technical assistance to respond.

Minimum wage rates have been predetermined as required by law and are set forth in the specifications.

Cashier's check, money order, or teller's check drawn by or on a state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank") in the amount of two percent (2%) of the total bid price stated in the bid, made payable without recourse to the Owner or a bid bond in the same amount from a reliable corporate surety authorized to do business in the State of Texas and acceptable to the Owner, must accompany each bid as a guarantee that the bidder, if successful, will enter into a contract, and make bond in accordance with the requirements of the specifications. The Owner reserves the right to retain any check, bank money order or bank draft as liquidated damages in the event the bidder withdraws its bid after the bids are opened and before official rejection of the bid by the Owner, or, if successful in securing the award of the contract, the successful bidder fails to enter into the contract and fails to furnish satisfactory performance and payment bonds.

The successful bidder will be required to furnish a Performance Bond and Payment Bond, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

The proposed contract is subject to the Vernon Texas Civil Statutes, Article 601.b now codified as the State Purchasing and General Services Act, Texas Government Code, Chapter 2151 et seq. concerning the participation of Historically Underutilized Business. HUB goal is set at 0%.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts.

The Owner hereby notifies all bidders that it will affirmatively assure that minority enterprises are afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, or national origin in consideration for an award.

BIDDER QUALIFICATIONS

I. QUALIFICATIONS

- A. Each Bidder shall furnish the Owner satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a list of projects currently in process and the percent of completion, a list of equipment that would be available for the work, and a list of key personnel that would be available.
- B. In addition, each Bidder shall furnish the Owner satisfactory evidence of the Bidder's financial responsibility. Such evidence shall consist of a classified balance sheet, which has been compiled and signed by an independent certified public accountant, reflecting current assets in excess of current liabilities (positive net working capital) as of the last calendar year or the Bidder's last fiscal year. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.
- C. The Bidder shall provide a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage.

II. SUBMISSION OF QUALIFICATIONS

- A. Each bidder shall submit the Bidder's "evidence of competency", "evidence of financial responsibility", and "evidence of insurance coverage" for "worker's compensation, commercial general liability and Texas business automobile" to the Owner at the date, time and location specified for opening bids. These items shall be submitted in the envelope with your bid marked with project number, location of airport, and name and business address of the bidder.
- B. Bids that do not include the qualification requirements listed above will be considered non-responsive and therefore disqualified.
- C. BIDS SUBMITTED WITHOUT SUBMISSION OF ALL QUALIFICATIONS WILL NOT BE READ.

INSTRUCTIONS TO BIDDERS

IB-1. The Owner requires that Bidder shall reference the Aviation Division General Construction Contract Provisions, volume dated February 2013, for all general contract provisions. General Construction Contract Provisions may be obtained at TxDOT, Aviation Division, 6230 East Stassney Lane, Austin, Texas 78744; Use latest version of referenced Advisory Circulars as well as Calhoun County's General Conditions.

IB-2. The Bidder shall refer to: BIDDER QUALIFICATIONS section of the bid document.

IB-3. The Bidder shall submit the completed bid either on the form furnished by The Owner or by submitting an electronically printed version. All blank spaces in the bid form must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink) **BOTH** in words and numerals for each pay item furnished in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder may also submit an electronically **printed** bid. The bid must have pay items in the same order and with the exact information as found on the Owner's bid form. The Bidder is responsible for incorrect information and will be considered non-responsive if pay items are changed in wording or order on the electronically printed form. Electronically printed bids are not required to have the unit prices written in words. Electronically printed bid **may not** be submitted electronically.

The Bidder shall sign the bid in ink. If the bid is made by an individual, the individual's name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the person signing the bid shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer.

IB-4. The Bidder shall submit completed copies of all items identified under "Bidder Qualifications". **Bids received without Bidder Qualifications will not be read.**

IB-5. Receipt of all addenda issued shall be acknowledged by the Bidder in the space provided on the bid form.

IB-6. Bids may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration of words or figures or erasures not initialed by the person or persons signing the bid, or irregularities of any kind.

IB-7. The bid shall be accompanied by a Bid Guarantee of the character and in the amount as indicated in the bid.

IB-8. Any questions arising during the advertising period as to meaning or intent of the specifications will be answered by an addendum prepared by the Owner. Contractor will be responsible for obtaining addenda at our website: www.calhouncotx.org, (under Public Notices, Bid Notices and Results, Bid Notices, 2025). All addenda issued shall become a part of the contract documents.

Bidders are responsible for checking this website regularly for any changes to the bid documents, such as Addendums.

IB-9. Each bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. Bids, which are transmitted by telephone, by telegraph or by electronic means, will not be accepted.

IB-10. No bid will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the Bidder unopened.

IB-11. Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders.

IB-12. Generally, materials incorporated into a project, such as concrete, rebar, asphalt, etc., are tax exempt. Other items not incorporated into the project such as barricades and equipment rental may be subject to sales tax. A copy of the Texas Sales and Use Tax Exemption form is available through the State Comptroller website at <http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>. This form is a self-certification process. The contractor must complete the form and retain the document in their files. A copy of the form should be sent to the seller/supplier. Bidders should contact their tax consultant or the Texas Office of the Comptroller with any questions related to the payment of sales tax.

BID

Project Description: Siting, licensing and installation of Automated Weather Observation Systems III with Present Weather Sensor and Thunderstrike Alert.

Bid by: Name of Bidder: _____
Address: _____
Telephone: _____ Fax: _____
E-mail Address: _____

Pursuant to the foregoing Instruction to Bidders, the undersigned bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the project hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and supplies to complete all the work upon which is bid in accordance with the contract documents, within the time set forth and at the prices stated below:

Base Bid: Replace in Existing Location					
Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
1	1	LS	Remove existing equipment and replace in current location, AWOS III including present weather sensor, with a self-supporting tower installed complete in place according to specification. _____ dollars _____ cents	\$ _____	\$ _____
2	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. _____ dollars _____ cents	\$ _____	\$ _____
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) _____ dollars _____ cents	\$ _____	\$ _____

Total Base Bid \$ _____

Alternate Base Bid: Replace and Relocate					
Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
1	1	LS	Remove existing equipment and relocate and install AWOS III including present weather sensor with self-supporting tower installed complete in place including site selection, site approval by TxDOT and FAA, and acquisition of FCC licensing, according to specification. Bidders shall account for all necessary expenses and effort related to site preparation to obtain a commissioned AWOS. _____ dollars _____ cents	\$ _____	\$ _____
2	1	LS	NADIN/WMSCR Interface Equipment with one year of NADIN connection service. _____ dollars _____ cents	\$ _____	\$ _____
3	1	LS	One year of AWOS maintenance that meets the requirements of FAA AC No. 150/5220-16 (latest revision) _____ dollars _____ cents	\$ _____	\$ _____

Total Alternate Base Bid \$ _____

Additive Alternate Bid 1-2 Items below should be bid with the option to award depending on the availability of funds					
Item	Qty	Unit	Description Written & Numeric <u>Unit Price</u>	Unit Price	Total Price
A1	1	EA	Thunder Strike Alert _____ dollars _____ cents	\$ _____	\$ _____
A2	1	EA	Upgrade to Ultra Sonic Wind Sensor _____ dollars _____ cents	\$ _____	\$ _____

Total Bid \$ _____

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and numbers. In case of discrepancy the unit price amount shown in words shall govern. Bidders shall bid on the Base Bid, **Alternate Base Bid**, and Additive Alternate 1. Bidders may bid on Alternate Number 2.

The Owner reserves the right to award to the lowest responsible bidder and for any combination of the base bid and alternates in order to obtain the best value for the Owner per Texas Local Government Code Section 252.043, Texas Government Code Section 2156.007 (d), or Texas Government Code Sections 2269.055 and 2269.056, to the extent the referenced statute is applicable to this project. Funding availability will be considered in selecting the bid award.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" for installation of the equipment. Following issuance of the written "Notice to Proceed" for installation, installation shall be completed within 90 calendar days thereafter (does not include TxDOT, FCC and FAA review time). Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved change Order.

Bidder understands the Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. The bidder agrees this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of the written "Notice of Award", the bidder will execute the formal contract agreement within 14 days and deliver a surety bond or bonds as required under the contract documents. The bid security attached in the sum of 2% of the total bid price _____ is not executed as set forth in the contract documents as liquidated damages for the delay and additional expense caused thereby.

By submission of a bid under this solicitation, bidder certifies the only persons or parties interested in this bid are those named, and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the project.

Signature

Title

Printed Name

Phone

Mailing Address

City, State, Zip Code

Addendum:

The undersigned Bidder certifies that he has acknowledged the addendum(s) to the contract as indicated below.

Addendum No.: _____ dated: _____

Addendum No.: _____ dated: _____

Addendum No.: _____ dated: _____

Qualification Acknowledgment:

The undersigned Bidder has enclosed the bidder's qualifications per General Provision 20-02, Prequalification of Bidders.

_____ I have enclosed qualification statements.

Qualification Acknowledgment Signature:

Signature

Title

Mailing Address

City, State, Zip Code

Insert Evidence of Competency

Insert Evidence of Financial Responsibility

**Insert Evidence of Insurance Coverage for Worker's Compensation
and Commercial General Liability and Texas Business Automobile**

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

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

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

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Implementation in the SRF Programs

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

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

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

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

Additional References

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

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

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

Certification Regarding Lobbying

(To be submitted 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.		
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

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	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 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.

AWOS Technical Specifications

1. Project Description:

- 1.1. The project shall consist of replacing an existing Automated Weather Observing System with an Automated Weather Observing System III with Present Weather Sensor and Thunder Strike Alert components (AWOS III P/T) at the Calhoun County Airport. The system shall be installed in accordance with Federal Aviation Administration Advisory Circular 150/5220-16, (latest revision), "Automated Weather Observing Systems (AWOS) for Non-federal Applications" and as indicated in this specification.

The system as installed will include all labor, equipment, materials, peripherals, training, services, one-year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration (FAA). Vendor shall have FAA certification for the AWOS III P/T at time of bid submittal and will provide copies of such approval with their bid submittal.

- 1.2 The Vendor shall ascertain that all AWOS and VHF system components installed in the system are compatible in all respects with each other and the remainder of any existing system. Any non-compatible components shall be replaced with compatible components at no additional cost to the owner.
- 1.3 The Vendor shall utilize an established and proven equipment configuration.
- 1.4 Not applicable
- 1.5 Vendor will prepare the Memorandum of Agreement (MOA) and Operations and Maintenance Manual (OMM) as required by FAA Order 6700.20 for owner signature before scheduling FAA commissioning ground inspection and any other checks required before the AWOS can be authorized to operate.
- 1.6 The following documents shall be considered a part of these provisions:
- AC 150/5220-16, (latest revision) "Automated Weather Observing Systems for Non-Federal Applications"
 - FAA Order 6560.20, (latest revision) "Siting for Automated Weather Observing Systems"
 - AC 70/7460-1, (latest revision) "Obstruction Marking and Lighting"
 - TxDOT Aviation Division General Construction Contract Provisions, Volume dated February 2013 and Calhoun County General Conditions.

2. Site Location, if AWOS is relocated:

- 2.1. The Vendor shall comply with FAA Order 6560.20, (latest revision) "Siting for Automated Weather Observation."
- 2.2. Vendor shall consider location of available electrical power to reduce sponsor's cost for installation of power at the site when selecting the AWOS site.
- 2.3. The Vendor must submit locations to Owner/State for approval on furnished copy of Airport Layout Plans marked with latitude/longitude and elevation before submitting FAA Form 7460-1. Owner/State shall approve final site selection.
- 2.4. Site approval and documents/applications for the AWOS installation and VHF equipment will be submitted to the FAA and the FCC by the Vendor. If a UHF data link is used in place of the data/control cable connection to the AWOS processor, licensing of the UHF frequency is the responsibility of the Vendor.
- 2.5. The Vendor must notify Owner/State of telephone and electrical connection requirements for the selected AWOS site. Vendor shall coordinate location and requirements with owner so that necessary utility connections can be installed in sufficient time for the installation of the equipment.
- 2.6. Site selection shall be made, and proper forms executed and filed with FAA within 90 days from notice to proceed for site selection. Owner/State review and approval will be in addition to the 90-day time frame.
- 2.7. Vendor shall notify Owner/State of any issues occurring with forms filed with FAA for the selected site, and any re-submission of site selection forms.
- 2.8. Vendor shall anticipate the possibility of multiple siting visits per airport, if necessary.

3. FCC License(s)

- 3.1. Vendor must submit necessary forms and acquire Federal Communications Commission License for an AWOS VHF broadcast license. If required, Vendor shall also submit all necessary forms and acquire FCC license for UHF license.
- 3.2. Vendor shall coordinate and monitor the receipt of the licenses with Owner/State and FCC to ensure all necessary licenses are received. Vendor shall submit report to Owner/State with all FCC license call signs and expiration dates.

4. Site Preparation

- 4.1 The Vendor shall provide all necessary site preparation work for installation of the AWOS, which includes, but is not limited to removal of existing AWOS, foundations and grounding systems if necessary, grading, leveling, grubbing, and making the site acceptable for installation of necessary foundations and equipment.
- 4.2 Electrical power supply and telephone line for the operation of the system shall be provided by the airport sponsor. The electrical power supply shall terminate with an electrical disconnect 25 feet from the designated installation location. The telephone line shall also terminate at this location in an appropriate box.
- 4.3 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.
- 4.4 If needed, Vendor shall construct concrete foundations for tower base and other equipment. AWOS Manufacturer shall submit foundation drawings specific to selected site and equipment with specified concrete compressive strength and reinforcing requirements.
- 4.5 Following installation, site shall be cleaned, debris removed, and surface leveled to that of surrounding areas to allow for mowing and maintenance of the area disturbed.

5. Installation:

- 5.1. Vendor shall not proceed with installation until approved schedule is developed and only following a notice to proceed by the Owner.
- 5.2 The work shall be performed by the AWOS manufacturer or approved contractor regularly engaged in work of this type, and shall include furnishing and installing the equipment, calibration, start-up, and commissioning of equipment.
- 5.3 Sensors shall be installed at the locations and elevations as approved by Owner/State and the Federal Aviation Administration. All connections of the cables to the sensors, AWOS tower, processing unit and data terminal will be in accordance with the manufacturer's specifications. VHF antenna shall be mounted at the AWOS site unless other location is approved by Owner/State.
- 5.4 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.
- 5.5 Vendor shall anticipate multiple installation visits as conditions dictate.

6. Equipment:

- 6.1. AWOS III Instrumentation: The systems to be installed shall be FAA certified as AWOS III or AWOS III P/T as finally configured at time of contract award. All equipment provided shall be new and meet the specifications in FAA AC 150/5220-16 (latest revision).

- 6.1.1. Tower: Existing tower can be refurbished and used if it meets current standards and Vendor equipment. If new tower is needed, Vendor shall install either a self-supporting or a tilt-over tower as specified by manufacturer for the system and as indicated on the project specific bid form. The tilt-over tower shall have a steel supporting rest in a concrete foundation that is required to hold tower in its tilt-down position without touching ground. Either tower type shall not exceed the height specified for the equipment to be installed on the tower.

The tower shall be painted with a six-band marking with alternating bands of aviation surface orange (the top band) and white. The bandwidths shall be 1/6 of the height of the tower and perpendicular to the vertical axis of the tower with the bands at each end-colored orange. Paint and aviation colors shall conform to Federal Standards. The tower shall be primed in accordance with the tower manufacturer's specifications prior to painting.

A Dual L-810 obstruction light shall be placed within 5 feet of the top of the tower in accordance with FAA requirements. The two lamps on the L810 shall be wired in parallel on a dedicated circuit.

- 6.1.2 Voice Subsystem: A. The voice subsystem shall provide high quality, computer-generated speech for output of the AWOS observation. The voice subsystem should also provide the speech for the local ground-air radio broadcast and for telephone dial-up users. The system shall have the capability of hooking up to a minimum of two (2) phone lines, and for the addition of a manually input voice message at the end of the computer-generated voice message. The system shall have the capability of remotely programming a voice message via telephone. A security access code shall prevent unauthorized use, and the system will automatically play back the recorded message and allow the user to reprogram, delete, or accept the message.
- 6.1.3 Uninterruptible Power Supply: The Vendor shall provide a UPS to regulate power and provide a back-up power supply source for power outages. The UPS shall be capable of powering the AWOS for a minimum of one (1) hour.
- 6.1.4 NADIN/WMSCR Interface: The AWOS shall include equipment for interfacing with a Vendor that is approved to download information through the National Airspace Data Interchange Network (NADIN) and into the Weather Message Switching Center Replacement (WMSRCR). Vendor shall provide one (1) year of NADIN connection service to be concurrent with AWOS maintenance contract.

- 6.1.5 Transient and Lightning Protection: AWOS equipment should be protected against damage or operational upset due to lightning surges, power line transients and surges, and from other electromagnetic fields and charges on all sensor input lines, sensor supply lines, and incoming power and data communications lines. Lightning protection systems shall be designed and installed in accordance with the Lightning Protection Code, NFPA 780, and the manufacturer recommendations for all equipment.
- 6.1.6 Test Equipment: The Contractor shall supply the Owner with the necessary test equipment to maintain the AWOS weather sensors according to the manufacturer's FAA approved maintenance plan.
- 6.1.7 Spare Components: The Contractor shall provide the Owner with the manufacturer's minimum recommended spare components necessary to restore the AWOS to service following a malfunction.
- 6.1.8 Maintenance Agreement: The Vendor shall provide a one (1) year AWOS maintenance agreement that meets the requirements of FAA AC No. 150/5220-16 (latest revision) and begins on the date of FAA commissioning. The maintenance agreement shall include all required inspections and maintenance as defined by AC No. 150/5220-16 (latest revision) but will not include any repairs made under the one-year warranty for the installed system.

7. Additional Services

- 7.1. The Vendor will perform the following:
 - a. Conduct all required systems performance tests. System must be in total working condition before scheduling FAA site commissioning. If multiple FAA commissioning visits are necessary, Vendor shall reimburse other contractors, the FAA, and the owner for associated additional travel costs if requested.
 - b. Prepare the AWOS for the FAA ground check. Place and keep the AWOS in an operational test mode until it is certified by the FAA. If the FAA disapproves either the ground check or flight check, the Vendor shall correct the discrepancies and re-schedule the FAA ground or flight check.
 - c. Provide a qualified technician on site for any required FAA ground check, flight check, and site commissioning of the AWOS.
 - d. Post any certificates and notices required in AC 150/5220-16, (latest version).

- e. Vendor to schedule a session after commissioning at the airport to provide complete system operation, maintenance, and repair training. Vendor will ensure that all airport representatives and operators as designated by the owner are notified of the training session and will personally conduct the training on site.
- f. Provide one complete set of AWOS system manuals to the owner.

8. Basis of Payment

8.1 Siting, Licensing and Installation:

- a. Each system shall be installed in accordance with the Plans and General and Special Provisions. The unit price shall be full compensation for all labor, equipment, materials, peripherals, training, services, one-year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration.
- b. The contractor is eligible to receive payment up to 95% of the contract amount pending final inspection and acceptance by Owner/State. Release of final payment does not release Vendor of obligation to have equipment certified and commissioned by FAA. Vendor shall correct, repair and/or replace any equipment necessary to have equipment commissioned by FAA. Vendor is not released from this contract until final commissioning of the system.
- c. Vendor shall make all necessary repairs, corrections, changes, and modifications to the AWOS system before acceptance by Owner/State. The airport owner should not be relied upon at any time to assist or make the necessary repairs, corrections, changes, or modifications

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.

WAGE RATES

"General Decision Number: TX20250045 01/03/2025

Superseded General Decision Number: TX20240045

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 \$17.75 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 2025.
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 \$13.30 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 2025.

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>.

	Rates	Fringes
Asphalt Distributor Operator.....	\$ 12.57	**
Asphalt paving machine operator.....	\$ 11.60	**
Asphalt Raker.....	\$ 10.63	**
Asphalt Shoveler.....	\$ 9.23	**
Broom or Sweeper Operator.....	\$ 9.32	**
Bulldozer operator.....	\$ 11.69	**
CARPENTER.....	\$ 11.70	**
Concrete Finisher, Paving.....	\$ 11.64	**
Concrete Finisher, Structures....	\$ 10.23	**
Concrete Rubber.....	\$ 9.00	**
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 12.00	**
Flagger.....	\$ 8.60	**
Form Builder/Setter, Structures.....	\$ 10.51	**
Form Setter, Paving & Curb.....	\$ 9.48	**
Foundation Drill Operator, Truck Mounted.....	\$ 14.58	**
Front End Loader Operator.....	\$ 10.62	**
Laborer, common.....	\$ 8.91	**
Laborer, Utility.....	\$ 9.21	**
MECHANIC (Undefined).....	\$ 12.18	**
Motor Grader Operator Fine Grade.....	\$ 15.15	**
Motor Grader Operator Rough.....	\$ 12.95	**
Pavement Marking Machine Operator.....	\$ 13.32	**
Pipelayer.....	\$ 9.71	**
Roller Operator, Pneumatic, Self-Propelled.....	\$ 8.90	**
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 9.30	**
Roller Operator, Steel Wheel,		

Plant Mix Pavement.....\$ 10.59 **

Scraper Operator.....\$ 9.85 **

Servicer.....\$ 11.18 **

Spreader Box Operator.....\$ 13.00 **

Traveling Mixer Operator.....\$ 12.67 **

Truck Driver Single Axle Heavy...\$ 10.87 **

Truck Driver Single Axle,
Light.....\$ 10.85 **

Truck driver, lowboy-Float.....\$ 13.70 **

Truck Driver, Tandem Axle,
Semi-Trailer.....\$ 10.05 **

Work Zone Barricade Servicer.....\$ 9.63 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). 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 classifications

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"



AGREEMENT
BETWEEN
OWNER AND CONTRACTOR

STATE OF TEXAS §
COUNTY OF CALHOUN §

KNOW ALL MEN BY THESE PRESENTS

This Agreement is made by and between the CALHOUN COUNTY hereinafter called "Owner", and _____ and contractor's executors, administrators, heirs, successors or assigns hereinafter called "Contractor".

The Owner desires to enter into a contract for airport improvement as is more fully described in the Contract Documents and Plans & Specifications in accordance with the provisions of the state statutes.

The Contractor has been engaged in and now does such work and represents that Contractor is fully equipped, competent, and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the Contract Documents.

The Owner and the Contractor for and in consideration of the mutual covenants set forth, agree as follows:

WORK

Contractor shall furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work indicated in the Contract Documents.

The Project and general work is described as follows:

Replace Automated Weather Observing System at the Calhoun County Airport

HUB REQUIREMENT

HUB participation goal in Historically Underutilized Business Contract Provisions, as found in the General Construction Contract Provisions, is set at 0% for this contract.

CONTRACT TIME

The CONTRACTOR will commence the work required by the Contract Documents on the date indicated on the Notice to Proceed and will complete the work within 90 calendar days, excluding FAA review time, unless the period for completion is extended in accordance with the Contract Documents. If the Contractor does not complete the work within the specified time, the CONTRACTOR agrees to pay as liquidated damages the sum of \$200.00, for each calendar day thereafter until the work is completed in accordance with the Contract Documents.

CONTRACT PRICE

The CONTRACTOR agrees to perform all the work described in the Contract Documents not to exceed the sum of \$XXXXXXXXXX.XX (WRITE AMOUNT IN WORDS), as described in the proposal as(**EXAMPLE**: base bid and alternates etc.)

CONTRACT DOCUMENTS

The term Contract Documents means and includes the following which are incorporated herein by reference as if fully reproduced:

- A. Proposal
- B. Agreement Between Owner and Contractor
- C. Performance Bond
- D. Payment Bond
- E. Technical Specifications
- F. Wage Rates
- G. Addenda (if any)
- H. General Construction Contract Provisions, Volume dated February 2013
(Available at TxDOT, Aviation Division, 6230 E. Stassney Lane, 2nd Floor,
Austin, Texas 78744; Use latest version of referenced Advisory Circulars.)
- I. Calhoun County General Conditions

PAYMENT

The OWNER will pay the CONTRACTOR in the manner and at such times and in such amounts as required by Aviation Construction General Provision, Section 90 and the contract documents.

The CONTRACTOR expressly warrants that no third person has been employed to solicit or obtain this contract in Contractor's behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by Contractor hereunder, and that Contractor has not in estimating the contract price demanded, included any sum by reason of any such brokerage, commission or percentage; and that all monies payable to Contractor hereunder are free from all obligations of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract or for the deduction from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid or both.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

The Contractor hereby certifies that all franchise taxes are paid and in good standing or that Contractor is not subject to franchise taxes.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this agreement in duplicate, each of which shall be deemed an original on the date first written above.

CONTRACTOR

Name: _____
Contractor (Print Name)

_____ Title

Signature of Contractor

_____ Date

Address:

_____ Phone Number:

_____ Fax Number: _____

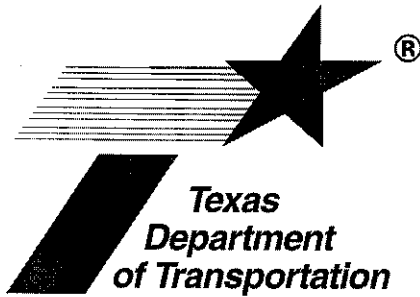
Acceptance by the Owner:

By: _____

Date: _____

**Texas Department of Transportation
Aviation Division
Construction Contract
General Provisions**

Texas Department of Transportation
AVIATION DIVISION



CONSTRUCTION CONTRACT
GENERAL PROVISIONS



VOLUME
FEBRUARY 2013

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Texas Department of Transportation
Aviation Division
125 E. 11th Street
Austin, TX 78701-2483
1-800/68-PILOT (74568)

To obtain a copy of the General Provisions, Go to TxDOT's
Web page, [http://www.txdot.gov/inside-
txdot/division/aviation/projects.html](http://www.txdot.gov/inside-txdot/division/aviation/projects.html)

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AVIATION CONSTRUCTION CONTRACT GENERAL PROVISIONS

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<u>FAA Advisory Circular</u>	150/5370-2F, <u>Operational Safety on Airports during Construction</u> or most current version

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Wage, Labor, EEO Safety and
General Requirements
(Applicable to Federal and State Projects)

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WAGE LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS

SECTION A

(Federal Aviation Administration (FAA) Requirements)

A-1 Airport and Airway Improvement Program Project

The work in each Department of Transportation, Aviation Division contract which is being undertaken and accomplished by the Sponsor in accordance with the terms and condition of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P.L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P.L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the Contract, makes the United States a party to this contract.

A-2 Consent to Assignment

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3 Convict Labor.

No convict labor may be employed under this contract.

A-4 Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates

A-5 Withholding Sponsor from Contractor

Whether or not payments or advance to the Sponsor are withheld or suspended by the FAA, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6 Nonpayment of Wages.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the Sponsor may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7 FAA Inspection and Review

The contractor shall allow any authorized representative or the FAA to inspect and review any work or materials used in the performance of this contract.

A-8 Subcontracts

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9 Contract termination.

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. (49 CFR Part 18).

The failure to suspend, terminate, or take any other action to enforce the rights of the Texas Department of Transportation or of the Sponsor will not constitute a waiver of said right to suspend, terminate, or take any other action to enforce the rights of the Texas Department of Transportation or of the Sponsor.

A-10 Inspection of Records

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed. (49 CFR Part 18).

A-11 Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. (49 CFR Part 18).

A-12 General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982.)

A-13 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

A-14 ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

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SECTION B

Federal Aviation Administration (FAA) and TxDOT Requirements

DAVIS BACON ACT REQUIREMENTS and TEXAS FAIR WAGE REQUIREMENT ACT

(29 CFR PART 5)

Updated 2/14/2012

TGC 2258

43 TAC 9.5

B-1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and

wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B-2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B-3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls

shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

(E) Records and inspections for all projects.

(1) The contractor and all subcontractors shall keep, or cause to be kept, copies of weekly payrolls for review by the department. Payroll records should show the name, occupation, number of hours worked each day, and per diem wages paid each worker together with a complete record of all deductions made from those wages. Only deductions made in accordance with the regulations issued by the United States Department of Labor (29 Code of Federal Regulations Part 3) are permitted. The initial payroll for each worker shall also indicate the employee's address and phone number.

(2) The contractor and subcontractor shall attach an affidavit to each payroll record certifying that the payroll is an accurate report of the full wages due and paid to each worker employed by the contractor and/or subcontractor. The contractor is required to submit weekly payroll reports to TxDOT Aviation Division.

(3) The contractor and subcontractor shall keep originals or copies of canceled payroll checks issued for each payroll record. These canceled checks shall be provided to the department upon request.

(4) All payroll records and related canceled checks shall be retained by the contractor and subcontractor for a period of three years after completion of the project.

B-4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be

greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

B-5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

B-8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

B-9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

B-10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

Reference

29 CFR Part 5.5

Advisory Circular 150/5100-6d as may be revised

SECTION C

(Federal Aviation Administration (FAA) Requirements)

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (29 CFR PART 5)

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

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SECTION D

(Federal Aviation Administration (FAA) Requirements)

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60-1.4(b))

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

- D-1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- D-2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- D-3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D-4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- D-5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- D-6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

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

- D-7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION E

(Federal Aviation Administration (FAA) Requirements)

CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

E-1 Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contractor will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Copies of this Advisory Circular can be obtained from the Department of Transportation, Federal Aviation Administration website www.faa.gov.

E-2 Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

Reference

49 CFR Part 18.36(i)(12)

Section 306 of the Clean Air Act

Section 508 of the Clean Water Act

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SECTION F

(Federal Aviation Administration (FAA) Requirements)

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 C.F.R. 60-43)

F-1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

F-2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

F-3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

F-4. The contractor shall implement the specific affirmative action standards provided in paragraphs F-7a through F-7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

F-5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

F-6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

F-7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

F-8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (F-7a through F-7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under F-7a through F-7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

F-9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

F-10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

F-11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

F-12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract

Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

F-13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

F-14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

F-15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Reference

Executive Order 11246

41 CFR Parts 60 – 4.3

AC 150/5100-15, Para. 22.c.

SECTION G

(Federal Aviation Administration (FAA) Requirement)

CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI (49 CFR PART 21)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION H

(Federal Aviation Administration (FAA) Requirements)

TERMINATION OF CONTRACT (49 CFR PART 18)

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- f. TxDOT Aviation General Provisions 80-09 and 80-10 are included by reference to this section.

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SECTION I

(Federal Aviation Administration (FAA) Requirements)

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (Aviation Safety and Capacity Expansion Act of 1990)

The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.

The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.

Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(c.) FAA Headquarters (APP-500) maintains a list of equipment that is frequently used on AIP-funded projects that has been issued a Nationwide Waiver. Sponsors do not need to request waivers for equipment on this Buy American Conformance List. The list may be obtained at http://www.faa.gov/airports/aip/buy_american/.

Please note, Section I, Buy American-Steel and Manufactured Products for Construction Contracts, of the General Provisions is not applicable to state funded products.

(d.) Program Guidance Letter 10-02 attached.

Memorandum

U.S. Department
of Transportation

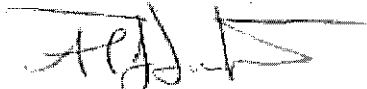
Federal Aviation
Administration

Subject: **ACTION:** Program Guidance Letter 10-02 Date: February 24, 2010

From: Manager, Airports Financial Assistance Division, Reply to
APP-500 Attn. of: Nancy S. Williams
202-267-8822

To: PGL Distribution List

We are issuing this Program Guidance Letter on Buy American requirements.



Frank J. San Martin

Guidance for Buy American on Airport Improvement Program (AIP) or American Recovery and Reinvestment Act (ARRA) projects.

In accepting AIP or ARRA funding, grant recipients are certifying that they will not acquire (or permit any contractor or subcontractor) to use any steel or manufactured products produced outside the United States on any portion of the project for which funds are provided, unless otherwise approved by the FAA. Therefore, for the AIP or ARRA funded portion of a project, grant recipients must either:

1. Certify, in writing, all products are wholly produced in the US of US materials, or
2. Request a waiver to use non-US produced products, or
3. Certify that all equipment that is being used on the project is on the Nationwide Buy American conformance list.

The AIP funded portion of a project includes the grant recipient's local share.

Types of Waivers

There are four types of waivers to Buy American:

1. Public interest waiver;
2. Insufficient quantity AND quality for ARRA (AIP projects allow waivers for insufficient quantity OR quality);
3. 60% or more of the components and subcomponents in the facility or equipment are of US origin and final assembly is in the US; or
4. Applying Buy American increases the cost of the overall project by more than 25%.

Many pieces of equipment are constructed with some non-US produced components or subcomponents. Therefore, it is expected that the majority of grants will have waivers issued unless the project is constructed of materials that already have a nationwide waiver.

Nationwide Waiver

Much of the equipment that is frequently used on AIP or ARRA projects has been reviewed by FAA Headquarters and a nationwide waiver has been issued. The Nationwide Buy American conformance list is posted on the www.faa.gov website at the following address:

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/
by clicking the tab, "Equipment Meeting Buy American Requirements"

If the equipment is on the nationwide waiver list, no additional waiver is required.

Who can Issue Waivers

Only FAA headquarters may issue waivers for reasons 1 and 2. FAA field offices (Regional Offices and/or Airports District Offices) may issue waivers for reasons 3 and 4.

For block grant state projects, the FAA must issue the waivers. Block grant states are not allowed to issue a waiver.

Defining the Project, Facility and Equipment, and Final Assembly Location in the 60%/US final assembly waiver

The waiver can be considered if “at least 60% of the cost of the components and subcomponents in the **facility or equipment** are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.” The correct application of the terms is discussed below.

Project

The “**Project**” is generally the project that is being bid. The “Project” does not extend over multiple grants or phases, even though the overall project may be phased or may be built in multiple bid packages.

Facility or Equipment

- For a building, the portion of the building that is being funded under the AIP or ARRA grant is the “**facility**” listed in the waiver.
- For other projects, the bid items as described in the latest edition of FAA Advisory Circular 5370-10 will generally be the “**equipment**” referred to in the waiver except for airfield electrical equipment.
- For airfield electrical equipment, the “L-” items listed in the Addendum to FAA Advisory Circular 5345-53C, latest edition will generally be the “**equipment**” referred to in the waiver.
- For a vehicle or single piece of equipment like a snow plow or ARFF vehicle, the single vehicle itself is the “**equipment**.”

Final Assembly Location and Labor Exclusion

Final assembly is the substantial transformation of the various components and subcomponents into the equipment. For a building, the final assembly is actual construction of the building.

- For any project other than a building project, the final assembly location is the location where the equipment is assembled, **not the project site itself**.
- For a building, the final assembly location is the airport building site.

In any calculation of Buy American percentage, the labor for the final assembly is excluded. This is because the Buy American statute is based on the cost of materials and equipment, not labor. For a building, this means that only the costs of the materials as they are delivered to the airport site are considered when calculating US and non-US component and subcomponent costs. For equipment, the costs of the final assembly at the manufacturing site are excluded.

Common Materials that are waived or excluded from Buy American - Cement, Concrete, Asphalt and Steel

Cement and concrete is excluded from the Buy American preference requirements (although the steel used for reinforcement, ties, stirrups, etc. must meet Buy American.)

Asphalt and other petroleum products are waived as an excepted item under AMS Guidance T3.6.4.1.e: Foreign Acquisition – Definitions identifying Asphalt as a petroleum product.

Steel is specifically identified in the statute. Therefore, all rebar and discrete, identifiable steel components must be manufactured in the United States.

FAA Waiver

After the FAA has determined that the final assembly location is in the US and the percent of US components and subcomponents is above 60%, a waiver may be issued. **The waiver is for the single project – not a nationwide waiver.**

What Information is required to Issue a Waiver (AIP and ARRA) and for the Federal Register Notice (ARRA)

For waiver type 3, a waiver can be considered if “at least 60% of the cost of the components and subcomponents in the **facility or equipment** are produced in the United States and the final assembly of the facility or equipment has occurred in the United States.”

Grant recipients must request waivers from FAA in writing, with sufficient supporting information. Grant recipients are responsible for ensuring their waiver request is complete and accurate using project specific information provided directly by the contractor or the contractor’s supplier.

The FAA will conduct its review and approval based on the information provided by the grant recipient.

The information that must be provided for either equipment or for a building:

- Project Number
- Project Name
- Airport Name
- Total Project Cost
- Total Equipment or Bid Item Cost for which the waiver is being requested
- Total Equipment or Bid Item Cost excluding labor for final assembly.

For equipment, the following additional information is required:

- The equipment or bid item for which the waiver is being requested
- The manufacturer and country of origin of the equipment or bid item.
- The location of the final assembly of the equipment or bid item

(not the airport site)

- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

For a building, the following additional information is required:

- The building (called the facility in the Buy American statute) for which the waiver is being requested
- The manufacturer and country of origin of the US and non-US materials that will be used in the building,
- For a building, the location of the final assembly is the airport site
- The cost of the US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The cost of the non-US components and subcomponents for the equipment or bid item for which the waiver is being requested
- The resulting percent of US and non-US components

Grant recipients are urged to submit waiver requests as early as possible.

Waivers that are issued on ARRA projects must be included in a Federal Register notice, which will generally be published on a quarterly basis.

Sample Letter of Approval of Waiver:

When FAA is satisfied that a waiver may be issued based on the 60%/US final assembly criteria, a letter must be written to the airport sponsor approving the waiver. The text of the letter follows.

A copy of the letter must be forwarded to APP-500 along with a copy of the supporting documentation that was submitted by the airport for the waiver. The information used in the letter will be the basis of the Federal Register notice. The Federal Register notice may include copies of the waiver letters or will be a tabular listing of the waivers. Therefore, regions must forward both a *.pdf copy of the signed letter and an editable copy of the letter.

XXXX Airport
AIP-Project No. X-XX-XXXX-XX Project Name
Waiver of Buy American Requirements

I have reviewed the request for Waiver of Buy American Requirement submitted XXX for the use of XXXXX equipment on the subject project. The information submitted by the airport for:

Item for which waiver is being issued: i.e L-831 Transformers
Manufacturer:
Final Assembly Location:

Percent US Components and Subcomponents:

The information submitted satisfies the requirement for waiver of the requirements of the Buy American per 49 USC Section 50101 based on over 60% of the cost of components and subcomponents to be used in the project being produced in the United States.

The waiver is hereby approved for use on this AIP grant project.

Common Misconceptions

- Belief that if a manufacturer is "FAA-certified" that Buy America has been satisfied. This is not true. The FAA certification certifies that technical standards have been met. However, FAA-certified equipment manufactured outside the U.S. does not meet Buy America provisions of the AIP unless a waiver has been issued.
- Misconception that the North America Free Trade Act (NAFTA) exempts equipment manufactured in Mexico or Canada from "Buy America" requirements. This is not true for AIP or ARRA projects.

Text of Buy American statute from 49 United States Code §50101

§ 50101. Buying goods produced in the United States

(a) **Preference.**— The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106 (k), 44502 (a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102 (e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) **Waiver.**— The Secretary may waive subsection (a) of this section if the Secretary finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
 - (2) the steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
 - (3) when procuring a facility or equipment under section 44502 (a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102 (e), 48106, 48107, and 48110) of this title—
 - (A) the cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
 - (B) final assembly of the facility or equipment has occurred in the United States; or
 - (4) including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) **Labor Costs.**— In this section, labor costs involved in final assembly are not included in calculating the cost of components.

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General Provisions

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GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

- 10-01 AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.
- 10-02 ACCESS ROAD.** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.
- 10-03 ADVERTISEMENT.** A public announcement as required by local law, inviting bids for work to be performed and materials to be furnished.
- 10-04 AGENT.** The Texas Department of Transportation, Aviation Division (TxDOT) acting as the "Agent" for the airport sponsor in accordance with the duly executed Airport Project Participation Agreement (APPA).
- 10-05 AIP.** The Airport Improvement Program, a grant-in-aid program, administered by Federal Aviation Administration through TxDOT.
- 10-06 AIR OPERATIONS AREA (AOA)** For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
- 10-07 AIRPORT.** Airport means an area of land or water that is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.
- 10-08 APRON.** An area on an airport designated for the parking of aircraft.
- 10-09 ASTM.** The American Society for Testing and Materials.
- 10-10 AWARD.** The owner's acceptance, with the Engineer's recommendation and TxDOT's approval, of the successful bidder's bid.
- 10-11 BID.** The written or electronic offer of the bidder (when submitted on the approved form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
- 10-12 BID GUARANTY.** The security furnished with a bid to guarantee that the bidder will enter into a contract if his bid is accepted by TxDOT.

- 10-13 BIDDER.** Any individual, partnership, firm, Joint Venture, limited liability partnership (LLP) or corporation, acting directly or through a duly authorized representative, who submits a bid for the work contemplated.
- 10-14 BUILDING AREA.** An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
- 10-15 CALENDAR DAY.** Every day shown on the calendar.
- 10-16 CHANGE ORDER.** A written order to the Contractor covering changes in the plans, specifications, or quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- 10-17 CONTRACT.** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the advertisement; the contract document; the bid; the performance bond; the payment bond; any required insurance certificates; the specifications; the plans; and any addenda issued to bidders.
- 10-18 CONTRACT ITEM (PAY ITEM).** A specific unit of work for which a price is provided in the contract.
- 10-19 CONTRACT TIME.** The number of calendar days or working days, stated in the bid, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the bid, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- 10-20 CONTRACTOR.** The individual, firm, partnership, joint venture, LLP, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
- 10-21 DRAINAGE SYSTEM.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
- 10-22 ENGINEER.** The individual, firm, partnership, joint venture, LLP, or corporation duly authorized by TxDOT (acting as the Agent for the airport sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. The engineer shall be understood to be TxDOT's duly authorized representative.
- 10-23 ESCROW.** An account established by the contractor at an approved bank for the deposit of a ten percent retainage on all partial payments.
- 10-24 EQUIPMENT.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

- 10-25 EXTRA WORK.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- 10-26 FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.
- 10-27 FEDERAL SPECIFICATIONS.** The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.
- 10-28 INTENTION OF TERMS.** Whenever, in these specifications or on the plans, the words Words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the owner.
- Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
- 10-29 LABORATORY.** The official testing laboratories of TxDOT or such other laboratories as may be designated by the Engineer.
- 10-30 LIGHTING.** A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
- 10-31 MAJOR AND MINOR CONTRACT ITEMS.** A major contract item shall be any item that is listed in the bid, the total cost of which is equal to or greater than 20 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.
- 10-32 MATERIALS.** Any substance specified for use in the construction of the contract work.
- 10-33 NOTICE TO PROCEED.** A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- 10-34 OWNER (SPONSOR).** The term owner shall mean the party of the first part or the contracting agency signatory to the contract. For AIP and state funded contracts, the term sponsor shall have the same meaning as the term owner. TxDOT, Aviation Division will

act as the Sponsor's Agent.

- 10-35 PAVEMENT.** The combined surface course, base course, and subbase course, if any, considered as a single unit.
- 10-36 PAYMENT BOND.** The approved form of security furnished by the Contractor and his surety as a guarantee that he will pay in full all bills and accounts for materials and labor used in the construction of the work.
- 10-37 PERFORMANCE BOND.** The approved form of security furnished by the Contractor and his surety as a guarantee that the Contractor will complete the work in accordance with the terms of the contract.
- 10-38 PLANS.** The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.
- 10-39 PROJECT.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
- 10-40 RESIDENT PROJECT REPRESENTATIVE (RPR).** An individual who monitors activities on site during construction activities, reporting directly to the Engineer.
- 10-41 RUNWAY.** The area on the airport prepared for the landing and takeoff of aircraft.
- 10-42 SPECIFICATIONS.** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
- 10-43 SPONSOR.** See Owner.
- 10-44 STRUCTURES.** Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
- 10-45 SUBGRADE.** The soil which forms the pavement foundation.
- 10-46 SUPERINTENDENT.** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- 10-47 SUPPLEMENTAL AGREEMENT.** A written agreement between the Contractor and TxDOT covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

- 10-48 SURETY.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to TxDOT by the Contractor.
- 10-49 TAXIWAY.** For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.
- 10-50 TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT).** The Texas Department of Transportation, Aviation Division, acting as the sponsor's (owner's) agent for management of the executed contract in accordance with the owner's grant agreement.
- 10-51 UNBALANCED BID (43 TAC 9.11)**
(1) Materially unbalanced bid—A bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the state.
(2) Mathematically unbalanced bid —A bid containing lump sum or unit bid items that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
- 10-52 WORK.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
- 10-53 WORKING DAY.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

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SECTION 20

BID REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). The contents of the advertisement are included elsewhere in this bid package.

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish TxDOT satisfactory evidence of his competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish TxDOT satisfactory evidence of his financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his (bidder's) true financial condition at the time such qualified statement or report is submitted to TxDOT.

Each bidder shall submit written evidence from the State Comptroller's office that all applicable franchise taxes owed the State of Texas have been paid. Bids submitted without submission of Qualifications Statements will not be read.

Unless otherwise specified, a bidder may submit evidence that he is prequalified with the Texas Department of Transportation (TxDOT) and is on the current "bidder's list. Such evidence of the Texas Department of Transportation pre-qualification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports required above.

20-03 CONTENTS OF BID FORMS. TxDOT shall furnish bidders with written bid forms. All statements, certifications, and other qualifications indicated in "Instruction to Bidders" or attached to the bid forms are necessary parts.

The plans specifications, and other documents designated in the bid form shall be considered a part of the bid whether attached or not. Bidders may use electronically printed forms if the bid items are presented in the identical order as that in the written bid form.

20-04 INTERPRETATION OF ESTIMATED BID QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the bid. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of bids and the award of the contract. TxDOT does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment

to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

- 20-05 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.** The bidder is expected to carefully examine the site of the proposed work, the bid, plans specifications, and contract documents. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be *prima facie* evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for TxDOT's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his examination of the boring logs and other records of subsurface investigations and tests that are furnished by TxDOT

- 20-06 PREPARATION OF BID.** Submit the bid on the form furnished by TxDOT. Make entries in ink. Specify a unit price in dollars and cents for each Item for which an estimated quantity is given. When "Working Days" is an item, submit the number of working days to be used to complete the contract, or phases of the Contract shown on the plans. Include unit bid prices for each Item in the item group or alternate Item group, except for instances when alternate items pertain to foreign steel or iron materials. An item left blank will constitute an incomplete bid and will be handled as prescribed in General Provision 20-07, "Non-Responsive Bids."

If a bid contains alternate Items pertaining to foreign steel or iron materials and the Bidders wished to bid using foreign steel or iron materials, submit unit prices for both the regular Items using domestic steel or iron materials and alternate Items using foreign steel or iron materials. If the Bidder wishes to bid using domestic steel or iron materials, submit unit prices only for the regular domestic Items; unit prices for alternate items using foreign steel are not necessary.

Execute the bid in ink. Provide the complete and correct name of the Bidder submitting the bid. The person authorized to bind the Bidder or Bidders must sign the bid. In the case of a joint venture, the complete and correct name of all Bidders submitting the bid must be provided and all persons authorized to bind the Bidders must sign the bid.

As an Alternative to hand writing the unit prices in works in ink in the bid, submit a computer printout signed by the person authorized to bind the Bidder. In the case of a joint venture, the persons authorized to bid the Bidders must sign the computer printout. As a

minimum, computer printouts must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" form in the bid.

Verify whether addenda have been issued on a proposed Contract. Acknowledge all addenda. Enter the date or dates of the addendum notification letter or letters on the addenda acknowledgement pages in the bid form.

20-07 NON-RESPONSIVE BIDS. A bidder that submits a bid with one or more of the deficiencies listed below will be considered non-responsive. TxDOT reserves the right to waive technicalities if such waiver is in the best interest of TxDOT and conforms to local laws and ordinances pertaining to the letting of construction contracts.

- a. The person or the case of a joint venture, persons, did not sign the bid.
- b. The bid or bid bonding guaranty does not comply with the requirements contained in Section 20-09.
- c. The bid is on a form other than the official bid form issued to the Bidder or Bidders.
- d. The bid was not in the hands of the letting official at the time and location specified in the advertisement.
- e. The bid submitted has the incorrect number of Bid Items.
- f. An electronically printed bid, when used, is not signed in the name of the Bidder (or joint Bidders, in the case of a joint venture), is not in the proper format, omits required items, includes an item or items not shown in the bid or does not have pay items in the same order and with the same information as found on the TxDOT bid form.
- g. The Bidder submits more than one bid, under the same or different name, for a proposed Contract. (A Bidder may submit a bid and participate as a material supplier, subcontractor, or both to any or all Bidders contemplating submitting a bid for this work.)
- h. The Bidder fails to acknowledge or improperly acknowledges receipt of all addenda issued.
- i. The Bidder modifies the bid in a manner that alters the conditions or requirements for work as stated in the bid form.
- j. The Bidder did not attend a specified mandatory pre-bid conference.
- k. If any portion of a Bid Item is left blank.
- l. The Bidder did not write the unit price **BOTH** in words and numerals for

each pay item furnished in the bid form. (Electronically printed bids are not required to have the unit prices written in words.)

- m. The bidder did not include qualification statements and/or did not acknowledge the qualification section of the bid form as per the Bidder Qualification section of the bid document.
- n. The bidder submitted an incorrect, inaccurate, or insufficient qualification statement.
- o. The bid is considered by TxDOT and the Engineer to be unbalanced as defined in Section 20.08.

20-08 UNBALANCED BID. TxDOT will examine the unit bid prices of the apparent low bid for reasonable conformance with TxDOT's estimated prices. TxDOT will evaluate a bid with extreme variations from TxDOT's estimate, or where obvious unbalancing of unit prices has occurred. For the purposes of the evaluation, TxDOT will presume the same retainage percentage for all bidders. In the event that the evaluation of the unit bid prices reveals that the apparent low bid is MATHEMATICALLY UNBALANCED and MATERIALLY UNBALANCED, as defined in Section 10, the bidder will not be considered in future bids for the same project.

20-09 BID GUARANTY. Include a bid guaranty in the amount indicated on the bid form, in the form of either a guaranty check or a bid bond. The bid guaranty amount is fixed at the amount indicated on the bid form on the date the bid is released to the public.

- A. **Guaranty Check.** The bid guaranty must be payable to TxDOT Aviation Division and must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The type of check or money instrument must be no more than 90 days old. A check must be made by a bank and on a bank; or be payable at or through a bank. TxDOT will not accept personal checks, certified checks, or other types of money orders as a bid guaranty.
- B. **The Bid bond** must be with powers of attorney attached, in the amount specified on the bid bond form. The bond form must bear the impressed seal for the Surety and be signed by the Bidder and authorized individual of the Surety. Bid bonds will only be accepted from Sureties authorized to execute a bond under an in accordance with state law.

20-10 DELIVERY OF BID. Each bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. No bid will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF BIDS. A bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid provided that the bidder's request for

withdrawal is received by TxDOT in writing before the time specified for opening bids. Revised bids must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF BIDS. Bids shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Bids that have been withdrawn (in writing) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. TxDOT may consider any one or more of the following reasons as sufficient for rejection of the bid or bids and/or disqualification of the Bidder from further bidding for a period of time as determined by TxDOT:

- a. Failure to comply with any pre-qualification regulations of TxDOT, if such regulations are cited, or otherwise included, in the bid as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts or contracts in force with TxDOT at the time TxDOT receives the bid from a prospective bidder.
- c. Contractor default under previous contracts with TxDOT.
- d. Identified as "in default" by the Federal Aviation Administration.
- e. Submitting more than one bid from the same partnership, joint venture, LLP, or corporation under the same or different name.
- f. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of TxDOT until any such participating bidder has been reinstated by TxDOT as a qualified bidder.
- g. Developments, subsequent to establishment of a Bidder's competency and qualifications, which in the opinion of TxDOT would reasonably be construed as affecting the responsibility of the Bidder.
- h. Evidence from prior work history with TxDOT that demonstrates substantial or repeated noncompliance with the terms of previous or current/existing contracts with TxDOT.
- i. Falsification on any contractual form required by TxDOT during current or previous contracts.

END OF SECTION 20

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SECTION 30

AWARD AND EXECUTION OF CONTRACT

- 30-01 CONSIDERATION OF BIDS.** After the bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the bid by the unit bid prices. If a bidder's bid contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern, unless obviously incorrect.

Until the award of a contract is made, TxDOT reserves the right to reject a bidder's bid for either of the following reasons:

- a. If the bid is non-responsive as specified in the subsection titled NON-RESPONSIVE BIDS of Section 20-07.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20-13.
- c. If the bid is an UNBALANCED BID as specified in Section 20-08.

If a bid is rejected for any of the above reasons, the bidder shall not be considered in future bids for the same project. In addition, until the award of a contract is made, TxDOT reserves the right to reject any or all bids, waive technicalities, if such waiver is in the best interest of TxDOT and is in conformance with applicable federal, state and local laws or regulations pertaining to the letting of construction contracts; advertise for new bids; or proceed with the work otherwise. All such actions shall promote TxDOT's best interests.

- 30-02 AWARD OF CONTRACT.** The award of a contract as follows:

- A. If it is to be awarded, shall be made within 60 calendar days of the date specified for publicly opening bids, unless otherwise specified. No award shall be made until TxDOT has concurred with the engineer's recommendation to make such award to the lowest qualified bidder.

The awarded contractor shall also submit within the 14 days, a list of all supplies and subcontractors that quoted on the contract. This list shall include names, addresses, 24 hour telephone numbers and type(s) of work quoted.

Award of the contract shall be made by TxDOT to the lowest, qualified bidder whose bid conforms to the requirements of the bid documents.

- B. As the 76th Legislature amended Section 231.006, Family Code as follows:
Section 14.52 INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR
BID ON STATE CONTRACTS

A child support obligator who is 30 or more days delinquent in paying child support is not eligible to:

1. Enter into a contract to provide property, materials or services under a contract with the state; or
2. Receive a state-funded grant or loan

The statute required each proposer for a state contract or applicant for a state funded loan or grant to submit a signed, sworn statement accompanying the bid or offer or application a joint venture, LLP, that the proposer or applicant is not 30 or more days delinquent in providing child support under a court order or a written repayment agreement.

Completion of the form title: **CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS** is necessary before execution of a contract.

- 30-03 CANCELLATION OF AWARD.** TxDOT reserves the right to cancel the award without liability to the bidder, except return of bid guaranty, at any time before a contract has been fully executed by all parties and is approved by TxDOT in accordance with the subsection titled **APPROVAL OF CONTRACT** of this section.
- 30-04 RETURN OF BID GUARANTY.** All bid guaranties, except that of the lowest bidder, will be returned upon request after TxDOT has made a comparison of bids as specified in the subsection titled **CONSIDERATION OF BIDS** of this section. The successful bidder's bid guaranty will be returned upon request as soon as TxDOT receives the contract bonds as specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section.
- 30-05 REQUIREMENTS OF CONTRACT BONDS.** At the time of the execution of the contract, the successful bidder shall furnish TxDOT a surety bond or bonds which have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to TxDOT. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.
- 30-06 EXECUTION OF CONTRACT.** The successful bidder shall complete all required documentation, certifications and sign (execute) the necessary agreements, for entering into the contract and return such completed contract to TxDOT, along with the fully executed surety bond or bonds specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section, within 14 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.
- 30-07 APPROVAL OF CONTRACT.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, TxDOT shall complete the execution of

the contract in accordance with federal, state, and local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute TxDOT's approval to be bound by the successful bidder's bid and the terms of the contract.

- 30-08 FAILURE TO EXECUTE CONTRACT.** The successful bidder shall provide to TxDOT: an acceptable Certificate of Insurance; required Disadvantaged Business Enterprise (DBE)/Historically Underutilized Business(HUB) information including the list of quoting suppliers and subcontractors; acceptable surety bond or bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS, and Child Support Certification of this section within 14 days after written notification of the award of the contract.

Failure or refusal of the successful bidder to complete and execute the contract within 14 calendar days after written notification of the award shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidation of damages to TxDOT. A bidder who forfeits his bid guaranty in accordance with this article will not be considered in future bids for the same work unless extenuating circumstances exist prior to the forfeiture of the bid guaranty.

- 30-09 BEGINNING OF WORK.** If a Storm Water Pollution Prevention Plan (SW3P) is included in this project, the Contractor, and all subcontractors implementing any measure identified on the SW3P, must submit to the Engineer a signed copy of the certification statement as described **Part II, D.6 of the Texas Pollutant Eliminations Discharge System General Permit TXR150000** no later than 48 hours prior to beginning work. The Contractor must participate in a pre-construction conference before work can begin, at which time these certifications will be required.

- 30-10 CERTIFICATE OF INSURANCE.** Within 14 days after receipt of written notification of conditional award of the contract the bidder shall furnish a TxDOT - Aviation Division Certificate of Insurance form covering:

- a. Worker's Compensation Insurance Amount - Statutory
- b. Commercial General Liability Amount-\$600,000 each occurrence
- c. Texas Business Automobile Amount - \$600,000 combined single limit

This insurance shall be kept in force until the work described in this contract has been completed and accepted by TxDOT. If for any reason insurance coverage is not maintained, all work will cease until an acceptable Certificate of Insurance is provided to TxDOT.

TxDOT shall be included as an "Additional Insured" by Endorsement to policies issued for coverage's listed in b and c above. A "Waiver of Subrogation Endorsement" in favor of TxDOT shall be a part of each policy for coverage's listed in a, b and c above.

- 30-11 HAZARDOUS MATERIALS.** The Contractor is not required to test, remediate, or remove hazardous materials that the Contractor did not introduce onto the work locations.

END OF SECTION 30

SECTION 40

SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. TxDOT reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" requested by the Engineer and approved and issued by TxDOT. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation specified above, such excess altered work shall be covered by supplemental agreement. If TxDOT and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, TxDOT reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

For AIP contracts, all supplemental agreements shall be approved by TxDOT and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds \$2,000. However, if the contractor elects to waive the limitations on work that increases or decreases the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Engineer may, in TxDOT's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

- 40-04 EXTRA WORK.** Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such extra work.

When determined by the Engineer to be in TxDOT's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as herein before defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by TxDOT.

- 40-05 MAINTENANCE OF TRAFFIC.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his own operations and the operations of all his subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or

highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

40-06 DIFFERING SITE CONDITIONS. During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The two types of differing site conditions are defined as:

- Those that differ materially from those indicated in the Contract and
- Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for the Contract.

Notify the Engineer in writing when differing site conditions are encountered. Unless directed otherwise, suspend work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided.

40-07 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of TxDOT when so utilized in the work.

40-08 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for his own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, back-fills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-09 FINAL CLEANING UP. Upon completion of the work and before acceptance and final

payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

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SECTION 50

CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different Contractors on the project. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid under the contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to TxDOT, he will advise TxDOT of his determination that the affected work be accepted and remain in place. In this event, the Engineer will document his determination and recommend to TxDOT a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

If it is found that the material furnished, work performed, or the finished product is not in close conformity with the plans and specifications, the Contractor shall bear all the expenses of such recover, exposure, observation, inspection and testing and of satisfactory reconstruction including compensation for additional professional services and re-testing, and an appropriate deductive change order shall be issued.

All quality assurance costs associated with replacing or otherwise correcting any work item determined to be unacceptable shall be borne by the Contractor.

For the purpose of this subsection, the term “reasonably close conformity” shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term “reasonably close conformity,” is also intended to provide the Engineer with the authority to use good engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

- 50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS.** All specifications, accompanying plans, all provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

Notify the Engineer promptly of any omissions, errors, or discrepancies discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

- 50-04 COOPERATION OF CONTRACTOR.** The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. The Contractor, for the cost of reproduction, may obtain additional copies of plans and specifications.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Engineer shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his authorized representative.

- 50-05 COOPERATION BETWEEN CONTRACTORS.** TxDOT reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layouts required for the construction of the work. Such stakes and markings, as the Engineer may set for either his own or the Contractor's guidance, shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors (resident project representatives) representing the Engineer by TxDOT shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. RPRs are not authorized to revoke, alter, or waive any provision of the contract, issue instructions contrary to the plans and specifications, or to act as foreman for the Contractor.

RPRs are authorized to notify the Contractor or his representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his decision.

RPRs are authorized to approve periodic contractor pay requests. Such approvals may be subsequently amended by the engineer.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed, will be paid for as extra work; but should the work so exposed or examined prove

unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of TxDOT may be ordered removed and replaced at the Contractor's expense unless TxDOT's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) owner, authorized representatives of Owner/TxDOTs of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

- 50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.** All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply herein with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due the Contractor.

- 50-11 LOAD RESTRICTIONS.** The Contractor shall comply with all load restrictions in the hauling of materials on public roads and airport property beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his hauling equipment

and shall correct such damage at his own expense.

- 50-12 MAINTENANCE DURING CONSTRUCTION.** The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or sub-grade previously constructed, the Contractor shall maintain the previous course or sub-grade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

- 50-13 FAILURE TO MAINTAIN THE WORK.** Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer or RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the urgency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the Owner or TxDOT to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner or TxDOT shall be deducted from monies due or to become due the Contractor.

- 50-14 PARTIAL ACCEPTANCE.** If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit TxDOT and the Sponsor, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Sponsor shall not void or alter any provision of the contract.

- 50-15 FINAL ACCEPTANCE.** Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon

correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

- 50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES.** If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim to the Engineer who will present it to TxDOT for consideration.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

- 50-17 COST REDUCTION INCENTIVE.** The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of \$100,000, the Contractor may submit to the Engineer, in writing, bids for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The cost reduction bid shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the bid submitted is specifically identified by the Contractor as being presented for consideration as a value engineering bid.

Not eligible for cost reduction bids are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric or functional standards of the project.

As a minimum, the Contractor with each bid shall submit the following information:

- a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each;
- b. An itemization of the contract requirements that must be changed if the bid is adopted;

- c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes;
- d. A statement of the time by which a change order or supplemental agreement adopting the bid must be issued;
- e. A statement of the effect adoption of the bid will have on the time for completion of the contract; and
- f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any cost reduction bid not accepted by the Engineer, within the period specified in the bid. The provisions of this subsection shall not be construed to require the Engineer to consider any cost reduction bid that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order or supplemental agreement incorporating the cost reduction bid has been issued. If a change order or supplemental agreement has not been issued by the date upon which the Contractor's cost reduction bid specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such cost reduction bid shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction bid and of the estimated net savings from the adoption of all or any part of such bid. In determining the estimated net savings, the Engineer may disregard the contract bid prices if, in the Engineer's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

TxDOT may require the Contractor to share in TxDOT's costs of investigating a cost reduction bid submitted by the Contractor as a condition of considering such bid. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for TxDOT to deduct the cost of investigating a cost reduction bid from amounts payable to the Contractor under the contract.

If the Contractor's cost reduction bid is accepted in whole or in part, such acceptance will be by a contract change order or supplemental agreement that shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction bid or such part of it as has been accepted and shall include any conditions upon which the Engineer's approval is based. The change order or supplemental agreement shall also set forth the estimated net savings attributable to the cost reduction bid. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order

or supplemental agreement shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and TxDOT.

The Contractor's 50 percent share of the net savings shall constitute full compensation to the Contractor for the cost reduction bid and the performance of the work.

Acceptance of the cost-reduction bid and performance of the cost-reduction work shall not extend the time of completion of the contract unless specifically provided for in the contract change order or supplemental agreement.

- 50-18 WARRANTY.** The contractor will warrant all work performed for one year from the final acceptance date. See Section 70-14, Contractor's Responsibility for Work, paragraph D for contractors responsibility for warranty work.

END OF SECTION 50

SECTION 60

CONTROL OF MATERIALS

- 60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial those sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where a FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

- a. Listed in FAA Advisory Circular (AC) 150/5345-1, Approved Airport Equipment, that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer qualified (by FAA) to produce such specified and listed equipment.

- 60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.** All materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM that are current on the date of advertisement for bids will be made by and at the expense of the Engineer. A qualified representative of TxDOT will take samples. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his request.

- 60-03 CERTIFICATION OF COMPLIANCE.** The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The manufacturer shall sign the certificate. Each lot of such materials or assemblies delivered to the work must be

accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as herein before described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Engineer or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Engineer shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when re-tested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER'S FIELD OFFICE AND LABORATORY. When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall become property of the Contractor when the contract work is completed.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of TxDOT or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by TxDOT or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner or TxDOT. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such owner-furnished material. TxDOT will deduct from any monies due or to become due the Contractor any cost incurred by TxDOT in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

- 60-09 Operation and Maintenance Documentation.** The Contractor shall furnish (3) three copies of all approved catalog cuts, warranties, operation instructions; maintenance data, schedules, and recommendations; parts lists, and names and addresses and telephone numbers of equipment and materials suppliers. Submittals shall be submitted, reviewed, and approved by the Engineer before final payment to the Contractor will be processed.

END OF SECTION 60

SECTION 70

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

- 70-01 LAWS TO BE OBSERVED.** The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.
- 70-02 PERMITS, LICENSES, AND TAXES.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- 70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner.
- 70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS.** TxDOT reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with TxDOT, such authorized work (by others) is indicated in the Special Conditions or on the plans.

Except as listed above, the Contractor shall not permit any individual, joint venture, LLP,, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of a public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work, which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

- 70-05 FEDERAL AID PARTICIPATION.** For AIP contracts, the United States Government has agreed to reimburse TxDOT for some portion of the contract costs. Such reimbursement is made from time to time upon TxDOT's (sponsor's) request to the FAA. In consideration of the United States Government's (FAA's) agreement with TxDOT, TxDOT has included provisions in this contract pursuant to the requirements of the Airport Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, and the Rules and Regulations of the FAA that pertain to the work.

As required by the Act, the contract work is subject to the inspection and approval of duly authorized representatives of FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the Act, the rules and regulations implementing the Act, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

- 70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS.** The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the state and local Board of Health or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his health or safety.

- 70-07 PUBLIC CONVENIENCE AND SAFETY.** The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his own operations and those of his subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 herein before specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

- 70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS.** The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of the most current version of the FAA, Advisory Circular, Marking of Paved Areas on Airports.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to the most current version of the FAA Advisory Circular, Operational Safety on Airports During Construction Activity.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to the most current version of the FAA Advisory Circular.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

- 70-09 USE OF EXPLOSIVES.** When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

- 70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct

in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the no execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and hold harmless the Engineer and TxDOT and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or from any claims or amounts arising or recovered under the "Worker's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his contract as may be considered necessary by TxDOT for such purpose may be retained for the use of TxDOT or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to TxDOT, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of TxDOT prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by TxDOT as described below:

Phase or Description
Required Date or Sequence of Owner's Beneficial Occupancy
Work Shown on Plan Sheet

Upon completion of any portion of the work listed above, such portion shall be accepted by TxDOT in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic that is permitted by TxDOT shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

- 70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or not executing the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under his contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

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

- 70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS.** As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of

any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by TxDOT to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and TxDOTs are indicated as follows:

Utility Service or Facility
 Person to Contact (Name, Title, Address, & Phone)
 Owner's Emergency Contact (Phone)

It is understood and agreed that the Engineer does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify owners of all utility services or other facilities of his plan of operations. Such notification shall be in writing addressed to the individual(s) indicated on the plans. A copy of each notification shall be given to the Engineer.

In addition to the general written notification herein before provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his plan of operation. If, in the Contractor's opinion, the Engineer's assistance is needed to locate the utility service or facility or the presence of a representative of the Engineer is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two day's notice as stated above shall be cause for the Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

70-16 FURNISHING RIGHTS-OF-WAY. TxDOT will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his authorized representatives, or any officials of TxDOT either personally or as an official of TxDOT. It is understood that in such matters they act solely as agents and representatives of TxDOT.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, TxDOT will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop TxDOT from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall TxDOT be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of TxDOT of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to TxDOT for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards TxDOT's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his operations, any building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease

operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume his operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by a n appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

CERTIFICATION OF NPDES PERMIT. If a Storm Water Pollution Prevention Plan (SWP3) is included in this project, the Contractor, and all subcontractors implementing any measures identified on t he SWP3, must submit to the Engineer a signed copy of the certification statement as described in **Part II, D.6 of the Texas Pollutant Eliminations Discharge System General Permit TXR150000** no later than 48 hours prior to beginning work. The Contractor must participate in a pre-construction conference before the work can begin, at which time these certifications will be required.

END OF SECTION 70

SECTION 80

PROSECUTION AND PROGRESS

- 80-01 SUBCONTRACTING OF CONTRACT.** TxDOT will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of TxDOT, and shall be consummated only on the written approval of TxDOT. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

If a Storm Water Pollution Prevention Plan (SW3P) is included in this project, no subcontractor who is to implement any measure identified on the SW3P, will be approved for work until the subcontractor has submitted a signed copy of the certification statement described in **Part II, D.6 of the Texas Pollutant Elimination Discharge System General Permit TXR 150000** no later than 48 hours prior to beginning work and the General Provision, "Certification of NPDES Permit." If an approved subcontractor does not comply with the provisions of the permit, approval may be revoked.

- 80-02 NOTICE TO PROCEED.** The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract not later than the effective date given by TxDOT in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 48 hours in advance of the time actual construction operations will begin.

- 80-03 PROSECUTION AND PROGRESS.** Unless otherwise specified, the Contractor shall submit his progress schedule for the Engineer's approval within 10 calendar or work days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 48 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by TxDOT.

- 80-04 LIMITATION OF OPERATIONS.** The Contractor shall control his operations and the operations of his subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport management (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided only as indicated on the plans.

- 80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless the Engineer authorizes others. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and

equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved or in contract time as a result of authorizing a change in methods or equipment under this subsection.

- 80-06 TEMPORARY SUSPENSION OF THE WORK.** The Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to TxDOT for consideration. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction or become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

- 80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME.** The number of calendar or working days allowed for completion of the work shall be stated in the bid and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his weekly statement of contract time charged on the following considerations:

- a. No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- b. The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- c. The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- d. The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.
- e. The Contractor will be allowed 1 week in which to file a written protest setting forth his objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the bid) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED BID QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the bid, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the bid. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantity bears to the cost of the originally estimated quantities in the bid. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

When the contract time is a specified completion date, it shall be the date on which all

contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it was the original time for completion.

- 80-08 FAILURE TO COMPLETE ON TIME.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and bid as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by TxDOT should the Contractor fail to complete the work in the time provided in his contract. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of TxDOT of any of its rights under the contract.
- 80-09 ABANDONMENT OF WORK OR DEFAULT OF CONTRACT.** The Engineer, with the approval of TxDOT, may declare the Contractor to be in default of the Contract if the Contractor:
- a. fails to begin the work within the number of days specified
 - b. fails to prosecute the work to assure completion within the number of days specified
 - c. fails to perform the work in accordance with the Contract requirements
 - d. neglects or refuses to remove and replace rejected materials or unacceptable work
 - e. discontinues the prosecution of the work without the Engineer's approval
 - f. makes an unauthorized assignment
 - g. fails to resume work that has been discontinued within a reasonable number of days after notice to do so
 - h. is uncooperative, disruptive or threatening or

- i. fails to conduct the work in an acceptable manner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, TxDOT may upon written notice declare the Contractor to be in default of the Contract. TxDOT will also provide written notice of default to the Surety. Working day charges will continue until completion of the Contract. The Contractor may also be subject to sanctions under the TAC. TxDOT will determine the method used for the completion of the remaining work as follows:

1. **Contracts without Performance Bonds.** TxDOT will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.
2. **Contracts with Performance Bonds.** TxDOT will, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. TxDOT reserves the right to approve or reject proposed subcontractors. Work may resume after TxDOT receives and approves certificates of insurance as required in Provision 30-10 "Certificate of Insurance." Certificates of insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. TxDOT may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by TxDOT for the completion of the work under the Contract will be the responsibility of the Surety. From the time of notification of the default until work resumes (either by the Surety or TxDOT).

TxDOT will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by TxDOT and the Surety. All costs associated with this work will be deducted from money due to the Surety. TxDOT will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by TxDOT as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay TxDOT the balance of these costs in excess of the Contract price. In case the costs incurred by TxDOT are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, TxDOT will be entitled to retain the difference. TxDOT approval of all subcontractors continues to be required. DBE/HUBs must continue to be used in accordance with the commitments previously approved by TxDOT. If it is determined, after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the public as provided in Provision 80-10, "Termination of Contract."

80-10 TERMINATION OF CONTRACT. TxDOT may terminate the Contract in whole or in part whenever:

- a. the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- b. the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States;
- c. the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- d. the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- e. TxDOT determines that termination of the Contract is in the best interest of the State or the public. This includes but is not limited to the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

Procedures and Submittals. The Engineer will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- a. stop work as specified in the notice;
- b. place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved by the Engineer;
- c. terminate all subcontracts to the extent they relate to the work terminated;
- d. complete performance of the work not terminated;
- e. settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of the Contract;
- f. create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products); and
- g. take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which TxDOT has or may acquire an

interest.

Settlement Provisions. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. TxDOT will pay reasonable and verifiable termination costs including:

- a. all work completed at the unit bid price and partial payment for incomplete work;
- b. the percentage of "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater;
- c. expenses necessary for the preparation of termination settlement proposals and support data;
- d. the termination and settlement of subcontracts;
- e. storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory; and
- f. other expenses acceptable to TxDOT.

END OF SECTION 80

SECTION 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meter) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, under-drains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalt or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kilogram) or hundredweight (kilogram).

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.

The term "lump sum" when used, as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid

for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3-kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been "under-weighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

- 90-02 SCOPE OF PAYMENT.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

- 90-03 COMPENSATION FOR ALTERED QUANTITIES.** When the accepted quantities of work vary from the quantities in the bid, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

- 90-04 PAYMENT FOR OMITTED ITEMS.** As specified in the subsection titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of TxDOT.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or nonperform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall become the property of TxDOT.

In addition to the reimbursement as stated before, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

- 90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK.** Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

- a. Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is provided.

- b. **Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.
- c. **Statement.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - (3) Quantities of materials, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made each month as the work progresses. Said payments will be based upon estimates verified by the Engineer or RPR as to the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by TxDOT until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section. The balance (95 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such retainage shall be deducted.

When not less than 95 percent of the work has been completed the Engineer may, at his discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the bid or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind TxDOT to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall pay the subcontractor for work performed within 10 business or calendar days after the Contractor receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within 10 business or calendar days after satisfactory completion of all the subcontractor's work. Completion of the subcontractor's work shall include testing, maintenance, and other similar periods that are the responsibility of the subcontractor.

For purposes of this Section, satisfactory completion shall have been accomplished when:

- a. The subcontractor has fulfilled the contract requirements of both TxDOT and the subcontract for the subcontracted work, including the submission of all submittals required by the specifications and TxDOT, and
- b. The work done by the subcontract has been inspected and approved by the Engineer and the final quantities of the subcontractor's work have been validated.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure to comply with any of the above requirements may result in postponement of contractor payments and/or suspension of work until the deficiencies are remedied.

- 90-07 PAYMENT FOR MATERIALS ON HAND.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to TxDOT. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material costs have been paid.
- d. The Contractor has furnished TxDOT legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished TxDOT evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and TxDOT's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he may request that TxDOT accept (in lieu of the 5 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to TxDOT.
- b. The Contractor shall deposit to and maintain in escrow only those securities or bank certificates of deposit as are acceptable to TxDOT and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment. The Contractor shall maintain deposits in escrow until the Agent authorizes in writing the release of funds.
- c. The Contractor shall enter into an escrow agreement satisfactory to TxDOT.

- d. The Contractor shall obtain the written consent of the surety to the escrow agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by TxDOT as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by TxDOT in accordance with federal, state and local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid according to a supplemental final estimate.

90-10 AFFIDAVIT OF ALL BILLS PAID. Prior to final acceptance of this project by TxDOT, the Contractor shall execute an affidavit that all bills for labor, materials and incidental incurred in the construction of these improvements, have been paid in full, including any retainage, and that there are no claims pending.

END OF SECTION 90

SECTION 100

CONTRACTOR QUALITY CONTROL PROGRAM

- 100-01 GENERAL.** When the specifications require a Contractor's Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

At the pre-construction conference, the Contractor shall be prepared to discuss his understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the quality-controlled work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

- a. **General Description.** The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include

surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

- b. **Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication of quality controlled work. The written Quality Control Program shall be submitted to the Engineer for review at least five (5) days before the pre-pave meeting.

The Quality Control Program shall be organized to address, as a minimum, the following items:

1. Quality control organization;
2. Project progress schedule;
3. Submittals schedule;
4. Inspection requirements;
5. Quality control testing plan;
6. Documentation of quality control activities; and
7. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he deems necessary to adequately control all production and/or construction processes required by this contract.

- 100-03 QUALITY CONTROL ORGANIZATION.** The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

- a. **Program Administrator.** The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport

and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

1. Professional engineer with 1 year of airport paving experience acceptable to the Engineer.
2. Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.
3. An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
4. Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
5. Highway materials technician certified at Level III by NICET.
6. Highway construction technician certified at Level III by NICET.
7. A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction joint venture, LLP,. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

- b. Quality Control Technicians.** A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

1. Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications and as required by Section 100-06.

2. Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

- c. **Staffing Levels.** The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

- 100-04 PROJECT PROGRESS SCHEDULE.** The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice-monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

- 100-05 SUBMITTALS SCHEDULE.** The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number;
- b. Item description;
- c. Description of submittal;
- d. Specification paragraph requiring submittal; and
- e. Scheduled date of submittal.

- 100-06 INSPECTION REQUIREMENTS.** Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. The Contractor as specified by Section 100-07 shall document all inspections.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

- a. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved

mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

- b. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401);
- b. Item description (e.g., Plant Mix Bituminous Pavements);
- c. Test type (e.g., gradation, grade, asphalt content);
- d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
- f. Responsibility (e.g., plant technician); and
- g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

The Contractor as required by Section 100-08 shall document all quality control test results.

100-08 DOCUMENTATION OF QUALITY CONTROL ACTIVITIES. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full

compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. **Daily Inspection Reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

1. Technical specification item number and description;
2. Compliance with approved submittals;
3. Proper storage of materials and equipment;
4. Proper operation of all equipment;
5. Adherence to plans and technical specifications;
6. Review of quality control tests; and
7. Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer or RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. **Daily Test Reports.** The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

1. Technical specification item number and description;
2. Test designation;
3. Location;
4. Date of test;
5. Control requirements;
6. Test results;
7. Causes for rejection;
8. Recommended remedial actions; and
9. Retests.

Test results from each day's work period shall be submitted to the Engineer or RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily

test reports shall be signed by the responsible quality control technician and the Program Administrator.

- 100-09 CORRECTIVE ACTION REQUIREMENTS.** The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

- 100-10 SURVEILLANCE BY THE ENGINEER.** All items of material and equipment shall be subject to surveillance by the Engineer or RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer or RPR at the site for the same purpose.

Surveillance by the Engineer or RPR does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor or subcontractor's work.

- 100-11 NONCOMPLIANCE.** The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his authorized representative to the Contractor or his authorized representative at the site of the work, shall be considered sufficient notice.

In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

- a. Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- b. Order the Contractor to stop operations until appropriate corrective actions are taken.

END of SECTION 100

SECTION 110

METHODS OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATIONS LIMITS (PWL)

- 110-01 GENERAL.** When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average ($\bar{X}$) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index(s), Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. TxDOT's risk is the probability that material produced at the rejectable quality level is accepted.

IT IS THE INTENT OF THIS SECTION TO INFORM THE CONTRACTOR THAT, IN ORDER TO CONSISTENTLY OFFSET THE CONTRACTOR'S RISK FOR MATERIAL EVALUATED, PRODUCTION QUALITY (USING POPULATION AVERAGE AND POPULATION STANDARD DEVIATION) MUST BE MAINTAINED AT THE ACCEPTABLE QUALITY SPECIFIED OR HIGHER. IN ALL CASES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE AT QUALITY LEVELS THAT WILL MEET THE SPECIFIED ACCEPTANCE CRITERIA WHEN SAMPLED AND TESTED AT THE FREQUENCIES SPECIFIED.

- 110-02 METHOD FOR COMPUTING PWL.** The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average ($\bar{X}$) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where:

$\bar{X}$ = Sample average of all subplot values within a lot
 x_1, x_2 = Individual subplot values
 n = Number of sublots

- e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2) / (n-1)]^{1/2}$$

Where:

S_n = Sample standard deviation of the number of subplot values in the set
 d_1, d_2 = Deviations of the individual subplot values X_1, X_2 .
 . from the average value $\bar{X}$
 that is: $d_1 = (x_1 - \bar{X}), d_2 = (x_2 - \bar{X}) \dots d_n = (x_n - \bar{X})$
 n = Number of sublots

- f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (\bar{X} - L) / S_n$$

Where:

L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

- g. For double sided specification limits (i.e. L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (\bar{X} - L) / S_n \quad \text{and} \quad Q_U = (U - \bar{X}) / S_n$$

Where:

L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where:

P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1	96.60
A-2	97.55
A-3	99.30
A-4	98.35

$$n = 4$$

2. Calculate average density for the lot.

$$\begin{aligned} X &= (x_1 + x_2 + x_3 + \dots + x_n) / n \\ X &= (96.60 + 97.55 + 99.30 + 98.35) / 4 \\ X &= 97.95 \text{ percent density} \end{aligned}$$

3. Calculate the standard deviation for the lot.

$$\begin{aligned} S_n &= [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2} \\ S_n &= [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2} \\ S_n &= 1.15 \end{aligned}$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$\begin{aligned} Q_L &= (X - L) / S_n \\ Q_L &= (97.95 - 96.30) / 1.15 \\ Q_L &= 1.4384 \end{aligned}$$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and $n = 4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

A-1	5.00
A-2	3.74

A-3 2.30
A-4 3.25

2. Calculate the average air voids for the lot.

$$\begin{aligned} X &= (x_1 + x_2 + x_3 + \dots + x_n) / n \\ X &= (5.00 + 3.74 + 2.30 + 3.25) / 4 \\ X &= 3.57 \text{ percent} \end{aligned}$$

3. Calculate the standard deviation S_n for the lot.

$$\begin{aligned} S_n &= [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2} \\ S_n &= [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2} \\ S_n &= 1.12 \end{aligned}$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L = 2.0$)

$$\begin{aligned} Q_L &= (X - L) / S_n \\ Q_L &= (3.57 - 2.00) / 1.12 \\ Q_L &= 1.3992 \end{aligned}$$

5. Determine P_L by entering Table 1 with $Q_L = 1.40$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$\begin{aligned} Q_U &= (U - X) / S_n \\ Q_U &= (5.00 - 3.57) / 1.12 \\ Q_U &= 1.2702 \end{aligned}$$

7. Determine P_U by entering Table 1 with $Q_U = 1.27$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$\begin{aligned} PWL &= (P_L + P_U) - 100 \\ PWL &= (97 + 93) - 100 = 90 \end{aligned}$$

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P_L and P_U)	Positive Values of Q (Q_L and Q_U) Limits					
	n=3	n=4	n=5	n=6	n=7	n=8
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4716
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630
87	1.0597	1.1100	1.1173	1.1191	1.1199	1.1204
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015
83	0.9939	0.9900	0.9785	0.9715	0.9672	0.9643
82	0.9749	0.9600	0.9452	0.9367	0.9325	0.9281
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747
70	0.6787	0.6000	0.5719	0.5583	0.5504	0.5454
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592
66	0.5563	0.4800	0.4545	0.4424	0.4354	0.4310
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4031
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1592
55	0.1806	0.1500	0.1408	0.1363	0.1338	0.1322
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0792
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264
50	0.0	0.0	0.0	0.0	0.0	0.0

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U) Limits					
	n=3	n=4	n=5	n=6	n=7	n=8
49	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264
48	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528
47	0.1087	0.0900	0.0843	0.0817	0.0802	0.0792
46	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057
45	0.1806	0.1500	0.1408	0.1363	0.1338	0.1322
44	0.2164	0.1800	0.1688	0.1636	0.1607	0.1592
43	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855
42	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122
41	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391
40	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660
39	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931
38	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203
37	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477
36	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753
35	0.5242	0.4500	0.4255	0.4139	0.4073	0.4031
34	0.5563	0.4800	0.4545	0.4424	0.4354	0.4310
33	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592
32	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877
31	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164
30	0.6787	0.6000	0.5719	0.5583	0.5504	0.5454
29	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747
28	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044
27	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344
26	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649
25	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958
24	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271
23	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590
22	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915
21	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245
20	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583
19	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928
18	0.9749	0.9600	0.9452	0.9367	0.9325	0.9281
17	0.9939	0.9900	0.9785	0.9715	0.9672	0.9643
16	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015
15	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399
14	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794
13	1.0597	1.1100	1.1173	1.1191	1.1199	1.1204
12	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630
11	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075
10	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541
9	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032
8	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554
7	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112
6	1.1342	1.3200	1.3946	1.4329	1.4561	1.4716
5	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381
4	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127
3	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993
2	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053
1	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520

END OF SECTION 110

SECTION 120 NUCLEAR GAGES

120-01 TESTING. When the specifications provide for nuclear gage acceptance testing of material for Item P-152, P-154, P-208, and P-209, the testing shall be performed in accordance with the section. At each sampling location, the field density shall be determined in accordance with ASTM D 2922 using the Direct Transmission Method. The nuclear gage shall be calibrated in accordance with Annex A1. Calibration and operations of the gage shall be in accordance with the requirements of the manufacturer. The operator of the nuclear gate must show evidence of training and experience in the use of the instrument. The gage shall be standardized daily in accordance with ASTM D 2922, paragraph 8.

Use of ASTM D 2922 results in a wet unit weight, and when using this method, ASTM D 3017 shall be used to determine the moisture content of the material. The moisture gage shall be standardized daily in accordance with ASTM D 3017, paragraph 7.

The material shall be accepted on a lot basis. Each Lot shall be divided into eight (8) sublots when ASTM D 2922 is used.

When PWL concepts are incorporated, compaction shall continue until a PWL of 90 percent or more is achieved using the lower specification tolerance limits (L) below.

The percentage of material within specification limits (PWL) shall be determined in accordance with the procedures specified in Section 110 of the General Provisions.

The lower specification tolerance limit (L) for density shall be:

Specification Item Number	Specifications	Tolerance (L) for Density, (percent of laboratory maximum)
Item P-152	90.5 for cohesive material,	95.5 for non-cohesive
Item P-154	95.5	
Item P-208	97.0	
Item P-209	97.0	

If the PWL is less than 90 percent, the lot shall be reworked and recompacted by the Contractor at the Contractor's expense. After reworking and recompaction, the lot shall be resampled and retested. Retest results for the lot shall be reevaluated for acceptance. This procedure shall continue until the PWL is 90 percent or greater.

120-02. VERIFICATION TESTING. (For items P-152 and P-154 only.) The Engineer will verify the maximum laboratory density of material placed in the field for each lot. A minimum of one test will be made for each lot of material at the site. The verification process will consist of: (1) compacting the material and determining the dry density and moisture-density in accordance with [ASTM D 698 for aircraft gross weights less than 60,000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more], and (2) comparing the result with the laboratory moisture-density curves for the material being placed. This verification process is commonly referred to as a "one-point Proctor". If the material does not conform to the existing moisture-density curves, the Engineer will establish the laboratory maximum density and optimum moisture content for the material in accordance with [ASTM 698 for aircraft gross

weights less than 60,000 pounds] [ASTM D 1557 for aircraft gross weights 60,000 pounds or more].

Additional verification tests will be made, if necessary, to properly classify all materials placed in the lot.

The percent compaction of each sampling location will be determined by dividing the field density of each subplot by the laboratory maximum density for the lot.

End of Section 120



U.S. Department of
Transportation

Federal Aviation
Administration

Advisory Circular

Subject: Operational Safety on
Airports During Construction

Date: 9/29/11
Initiated by: AAS-100

AC No: 150/5370-2F

1. **Purpose.** This AC sets forth guidelines for operational safety on airports during construction.
2. **What this AC Cancels.** This AC cancels AC 150/5370-2E, Operational Safety on Airports During Construction, dated January 17, 2003.
3. **Whom This AC Affects.** This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, Certification of Airports (Part 139). For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP) or the Passenger Facility Charge (PFC) Program. See Grant Assurance No. 34, "Policies, Standards, and Specifications," and PFC Assurance No. 9, "Standard and Specifications." While we do not require non-certificated airports without grant agreements to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.
4. **Principal Changes.**
 - a. Construction activities are prohibited in safety areas while the associated runway or taxiway is open to aircraft.
 - b. Guidance is provided in incorporating Safety Risk Management.
 - c. Recommended checklists are provided for writing Construction Safety and Phasing Plans and for daily inspections.
5. **Reading Material Related to this AC.** Numerous ACs are referenced in the text of this AC. These references do not include a revision letter, as they are to be read as referring to the latest version. Appendix 1 contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

Michael J. O'Donnell
Director of Airport Safety and Standards

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Chapter 1. Planning an Airfield Construction Project

101. Overview. Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, some of the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

102. Plan for Safety. Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport operator must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities, and associated costs will be identified. As they are identified, their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project, and/or to airport operations in order to maintain operational safety. This planning effort will ultimately result in a project Construction Safety and Phasing Plan (CSPP). The development of the CSPP takes place through the following five steps:

a. Identify Affected Areas. The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

b. Describe Current Operations. Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Reference Code (ACRC) for each runway; Airplane Design Group (ADG) and Taxiway Design Group (TDG)¹ for each affected taxiway; designated approach visibility minimums; available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

c. Allow for Temporary Changes to Operations. To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways,

¹ Taxiway Design Group will be introduced in AC 150/5300-13A.

and other changes. An example of a table showing temporary operations versus current operations is shown in Table 3-1 Sample Operations Effects.

d. Take Required Measures to Revised Operations. Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary so widely among airports, this AC presents general guidance on those subjects.

e. Manage Safety Risk. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA to determine the appropriate level of Safety Risk Management (SRM) documentation. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for SRM documentation. See FAA Order 5200.11, FAA Airports (ARP) Safety Management System (SMS), for more information. If the FAA requires SRM documentation, the airport operator must at a minimum:

- (1) **Notify the appropriate FAA Airports Regional or District Office** during the project "scope development" phase of any project requiring a CSPP.
- (2) **Provide documents** identified by the FAA as necessary to conduct SRM.
- (3) **Participate in the SRM process** for airport projects.
- (4) **Provide a representative** to participate on the SRM panel.
- (5) **Ensure that all applicable SRM identified risks elements are recorded and mitigated** within the CSPP.

103. Develop a Construction Safety and Phasing Plan (CSPP). Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See Appendix 1, Related Reading Material for a list of related reading material.

a. List Requirements. A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or the Passenger Facility Charge (PFC) program or located on an airport certificated under Part 139. As per Order 5200.11, such projects do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph 102.e above). Additional information may be found in Order 5200.11.

b. Prepare a Safety Plan Compliance Document. The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

c. Assume Responsibility for the CSPP. The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

104. Who Is Responsible for Safety During Construction?

a. Establish a Safety Culture. Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others. Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

b. Assess Airport Operator's Responsibilities. An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

- (1) **Develop a CSPP** that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.
- (2) **Require, review and approve the SPCD** by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.
- (3) **Convene a preconstruction meeting** with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects*. (Note "FAA" refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)
- (4) **Ensure contact information** is accurate for each representative/point of contact identified in the CSPP and SPCD.
- (5) **Hold weekly or, if necessary, daily safety meetings** with all affected parties to coordinate activities.
- (6) **Notify users, ARFF personnel, and FAA ATO personnel of construction** and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- (7) **Ensure construction personnel know of any applicable airport procedures** and of changes to those procedures that may affect their work.
- (8) **Ensure construction contractors and subcontractors undergo training** required by the CSPP and SPCD.

- (9) **Ensure vehicle and pedestrian operations** addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.
- (10) **At certificated airports**, ensure each CSPP and SPCD is consistent with Part 139.
- (11) **Conduct inspections** sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- (12) **Resolve safety deficiencies immediately.** At airports subject to 49 CFR Part 1542, Airport Security, ensure construction access complies with the security requirements of that regulation.
- (13) **Notify appropriate parties** when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).
- (14) **Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1)** for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other.), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.
- (15) **Promptly notify the FAA Airports Regional or District Office** of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. Coordinate with appropriate local and other federal government agencies, such as EPA, OSHA, TSA, and the state environmental agency.

c. Define Construction Contractor's Responsibilities. The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

- (1) **Submit a Safety Plan Compliance Document (SPCD)** to the airport operator describing how it will comply with the requirements of the CSPP and supplying any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor that indicates it understands the operational safety requirements of the CSPP and it asserts it will not deviate from the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.
- (2) **Have available at all times copies** of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.
- (3) **Ensure that construction personnel** are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.
- (4) **Identify in the SPCD the contractor's on-site employees** responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site whenever active construction is taking place.
- (5) **Conduct inspections** sufficiently frequently to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

(6) **Restrict movement of construction vehicles and personnel** to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP and SPCD.

(7) **Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.**

(8) **Ensure prompt submittal through the airport operator of Form 7460-1** for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency.

d. Define Tenant's Responsibilities if planning construction activities on leased property. Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction must:

(1) **Develop, or have a consultant develop, a project specific CSPP** and submit it to the airport operator for certification and subsequent approval by the FAA. The approved CSPP must be made part of any contract awarded by the tenant for construction work.

(2) **In coordination with its contractor, develop an SPCD** and submit it to the airport operator for approval to be issued prior to issuance of a Notice to Proceed.

(3) **Ensure that construction personnel are familiar with safety procedures and regulations on the airport.**

(4) **Provide a point of contact** of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.

(5) **Identify in the SPCD the contractor's on-site employees** responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site whenever active construction is taking place.

(6) **Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.**

(7) **Restrict movement of construction vehicles** to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.

(8) **Ensure prompt submittal through the airport operator of Form 7460-1** for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other.), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency.

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Chapter 2. Construction Safety and Phasing Plans

Section 1. Basic Considerations

201. Overview. Aviation safety is the primary consideration at airports, especially during construction. The airport operator's Construction Safety and Phasing Plan (CSPP) and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide all information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

202. Assume Responsibility. Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

203. Submit the CSPP. Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5 x 11 in or 11 x 17 in format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

a. Submit an Outline/Draft. By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

b. Submit a Construction Safety and Phasing Plan (CSPP). The CSPP should be formally submitted for FAA approval when the project design is 80% to 90% complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

c. Submit a Safety Plan Compliance Document (SPCD). The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

d. Submit CSPP Revisions. All revisions to the CSPP or SPCD should be submitted to the FAA for approval as soon as required changes are identified.

204. Meet CSPP Requirements.

a. To the extent possible, the CSPP should address the following as outlined in Section 2, Plan Requirements and Chapter 3, Guidelines for Writing a CSPP, as appropriate. Details that cannot be determined at this stage are to be included in the SPCD.

(1) Coordination.

- (a) (b) (c) Contractor progress meetings.
Scope or schedule changes. FAA
ATO coordination.
- (2) **Phasing.**
 - (a) Phase elements.
 - (b) Construction safety drawings
- (3) **Areas and operations affected by the construction activity.**
 - (a) Identification of affected areas.
 - (b) Mitigation of effects.
- (4) **Protection of navigation aids (NAVAIDs).**
- (5) **Contractor access.**
 - (a) Location of stockpiled construction materials.
 - (b) Vehicle and pedestrian operations.
- (6) **Wildlife management.**
 - (a) Trash.
 - (b) Standing water.
 - (c) Tall grass and seeds.
 - (d) Poorly maintained fencing and gates.
 - (e) Disruption of existing wildlife habitat.
- (7) **Foreign Object Debris (FOD) management.**
- (8) **Hazardous materials (HAZMAT) management**
- (9) **Notification of construction activities.**
 - (a) Maintenance of a list of responsible representatives/ points of contact.
 - (b) Notices to Airmen (NOTAM).
 - (c) Emergency notification procedures. (d)
- Coordination with ARFF Personnel. (e) Notification to the FAA.
- (10) **Inspection requirements.**
 - (a) Daily (or more frequent) inspections.
 - (b) Final inspections.
- (11) **Underground utilities.**
- (12) **Penalties.**
- (13) **Special conditions.**
- (14) **Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.**

- (a) (b) (c) (d) General.
 Markings.
 Lighting and visual NAVAIDs.
 Signs.
- (15) **Marking and signs for access routes.**
- (16) **Hazard marking and lighting.**
 - (a) Purpose.
 - (b) Equipment.
- (17) **Protection.** Of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces
 - (a) Runway Safety Area (RSA).
 - (b) Runway Object Free Area (ROFA).
 - (c) Taxiway Safety Area (TSA).
 - (d) Taxiway Object Free Area (TOFA).
 - (e) Obstacle Free Zone (OFZ).
 - (f) Runway approach/departure surfaces.
- (18) **Other limitations on construction.**
 - (a) Prohibitions.
 - (b) Restrictions.

b. The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

- (1) **Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
- (2) **Phasing.** Discuss proposed construction schedule elements, including:
 - (a) Duration of each phase.
 - (b) Daily start and finish of construction, including "night only" construction.
 - (c) Duration of construction activities during:
 - (i) Normal runway operations.
 - (ii) Closed runway operations.

(iii) Modified runway “Aircraft Reference Code” usage.

(3) **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.

(4) **Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.

(5) **Contractor access.** Provide the following:

(a) Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).

(b) Listing of individuals requiring driver training (for certificated airports and as requested).

(c) Radio communications.

(i) Types of radios and backup capabilities. (ii)

Who will be monitoring radios.

(iii) Whom to contact if the ATCT cannot reach the contractor’s designated person by radio.

(d) Details on how the contractor will escort material delivery vehicles.

(6) **Wildlife management.** Discuss the following:

(a) Methods and procedures to prevent wildlife attraction.

(b) Wildlife reporting procedures.

(7) **Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.

(8) **Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.

(9) **Notification of construction activities.** Provide the following:

(a) Contractor points of contact.

(b) Contractor emergency contact.

(c) Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.

(d) Batch plant details, including 7460-1 submittal.

(10) **Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.

(11) **Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.

(12) **Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.

(13) **Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.

(14) **Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:

- (a) Equipment and methods for covering signage and airfield lights.
- (b) Equipment and methods for temporary closure markings (paint, fabric, other).
- (c) Types of temporary Visual Guidance Slope Indicators (VGSI).
- (15) **Marking and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.
- (16) **Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.
- (17) **Protection of runway and taxiway safety areas.** including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
 - (a) Equipment and methods for maintaining Taxiway Safety Area standards.
 - (b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- (18) **Other limitations on construction** should be identified in the CSPP and should not require an entry in the SPCD.

Section 2. Plan Requirements

205. Coordination. Airport operators, or tenants conducting construction on their leased properties, should use predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction (see AC 150/5300-9). In addition, the following should be coordinated as required:

a. Contractor Progress Meetings. Operational safety should be a standing agenda item for discussion during progress meetings throughout the project.

b. Scope or Schedule Changes. Changes in the scope or duration of the project may necessitate revisions to the CSPP and review and approval by the airport operator and the FAA.

c. FAA ATO Coordination. Early coordination with FAA ATO is required to schedule airway facility shutdowns and restarts. Relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See 213.e(3)(b) for required FAA notification regarding FAA owned NAVAIDs.)

206. Phasing. Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In such a case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

a. Phase Elements. For each phase the CSPP should detail:

- Areas closed to aircraft operations

- Duration of closures
- Taxi routes
- ARFF access routes
- Construction staging areas
- Construction access and haul routes
- Impacts to NAVAIDs
- Lighting and marking changes
- Available runway length
- Declared distances (if applicable)
- Required hazard marking and lighting
- Lead times for required notifications

b. Construction Safety Drawings. Drawings specifically indicating operational safety procedures and methods in affected areas (that is, construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should likewise be included in the contract drawing package.

207. Areas and Operations Affected by Construction Activity. Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA Air Traffic Organization (ATO) will support operational simulations. See Chapter 3 for an example of a table showing temporary operations versus current operations.

a. Identification of Affected Areas. Identifying areas and operations affected by the construction will help to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See 206.b above.) Of particular concern are:

- (1) **Closing, or partial closing, of runways, taxiways and aprons.** When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or taking off in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is available for take-off in the direction of the displacement and for landing and taking off in the opposite direction. Misunderstanding this difference, and issuance of a subsequently inaccurate NOTAM, can lead to a hazardous condition.
- (2) **Closing of Aircraft Rescue and Fire Fighting access routes.**
- (3) **Closing of access routes used by airport and airline support vehicles.**
- (4) **Interruption of utilities, including water supplies for fire fighting.**
- (5) **Approach/departure surfaces affected by heights of objects.**
- (6) **Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.**

b. Mitigation of Effects. Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

- (1) **Temporary changes to runway and/or taxi operations.**
- (2) **Detours for ARFF and other airport vehicles.**

- (3) **Maintenance of essential utilities.**
- (4) **Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.**

208. Navigation Aid (NAVAID) Protection. Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 213.e(3) below.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the “critical area” associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 213.b below). Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 213.e(1) below.)

209. Contractor Access. The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

a. Location of Stockpiled Construction Materials. Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph 218.b below.) This includes determining and verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage. See paragraphs 210 and 211 below.

b. Vehicle and Pedestrian Operations. The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, and detail associated training requirements:

- (1) **Construction site parking.** Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.
- (2) **Construction equipment parking.** Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by

construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 213.e(1) below for further information.

(3) **Access and haul roads.** Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul roads does not interfere with NAVAIDs or approach surfaces of operational runways.

(4) **Marking and lighting of vehicles** in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport.

(5) **Description of proper vehicle operations** on various areas under normal, lost communications, and emergency conditions.

(6) **Required escorts.**

(7) **Training requirements for vehicle drivers** to ensure compliance with the airport operator's vehicle rules and regulations. Specific training should be provided to those vehicle operators providing escorts. See AC 150/5210-20, Ground Vehicle Operations on Airports, for information on training and records maintenance requirements.

(8) **Situational awareness.** Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

(9) **Two-way radio communication procedures.**

(a) **General.** The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:

(i) Airport operations

(ii) ATCT

(iii) Common Traffic Advisory Frequency (CTAF), which may include UNICOM,

MULTICOM.

(iv) Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and "shortened" runways on the ATIS frequency.

(b) **Areas requiring two-way radio communication with the ATCT.** Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

- (c) Frequencies to be used. The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.
- (d) Proper radio usage, including read back requirements.
- (e) Proper phraseology, including the International Phonetic Alphabet.
- (f) Light gun signals. Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings." This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (See "Signs & Markings Vehicle Dashboard Sticker".) or obtained from the FAA Airports Regional Office.

(10) Maintenance of the secured area of the airport, including:

- (a) Fencing and gates. Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-00/52, Recommended Security Guidelines for Airport Planning and Construction, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.
- (b) Badging requirements.
- (c) Airports subject to 49 CFR Part 1542, Airport Security, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

210. Wildlife Management. The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See also AC 150/5200-33, Hazardous Wildlife Attractants On or Near Airports, and Certalert 98-05, Grasses Attractive to Hazardous Wildlife. Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

- a. **Trash.** Food scraps must be collected from construction personnel activity.
- b. **Standing Water.**
- c. **Tall Grass and Seeds.** Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in AC 150/5370-10, Standards for Specifying Construction of Airports, Item T-901, Seeding. Contact the local office of the United States Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

d. **Poorly Maintained Fencing and Gates.** See 209.b(10)(a) above.

e. **Disruption of Existing Wildlife Habitat.** While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

211. **Foreign Object Debris (FOD) Management.** Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) may be necessary to contain material that can be carried by wind into areas where aircraft operate. See AC 150/5210-24, Foreign Object Debris (FOD) Management.

212. **Hazardous Materials (HAZMAT) Management.** Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15, Management of Airport Industrial Waste.

213. **Notification of Construction Activities.** The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

a. **List of Responsible Representatives/** points of contact for all involved parties, and procedures for contacting each of them, including after hours.

b. **NOTAMs.** Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to AC 150/5200-28, Notices to Airmen (NOTAMs) for Airport Operators, for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph 207.a(1) above regarding issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

c. **Emergency notification procedures** for medical, fire fighting, and police response.

d. **Coordination with ARFF.** The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

- The deactivation and subsequent reactivation of water lines or fire hydrants, or
- The rerouting, blocking and restoration of emergency access routes, or
- The use of hazardous materials on the airfield.

e. **Notification to the FAA.**

(1) **Part 77.** Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed

parking areas for this equipment (i.e. cranes, graders, other equipment) on airports. FAA Form 7460-1, Notice of Proposed Construction or Alteration, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See Appendix 1, Related Reading Material, to download the form. Further guidance is available on the FAA web site at oeaaa.faa.gov.

(2) **Part 157.** With some exceptions, Title 14 CFR Part 157, Notice of Construction, Alteration, Activation, and Deactivation of Airports, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Airports Regional or District Office. See Appendix 1, Related Reading Material to download the form.

(3) **NAVAIDS.** For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

(a) **Airport owned/FAA maintained.** If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.

(b) **FAA owned.**

(i) **General.** The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the airport operator.)

(ii) **Coordinate work for an FAA owned NAVAID shutdown** with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. In addition, provide seven days notice to schedule the actual shutdown.

214. Inspection Requirements.

a. Daily Inspections. Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix 3, Safety and Phasing Plan Checklist. See also AC 150/5200-18, Airport Safety Self-Inspection.

b. Final Inspections. New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

215. Underground Utilities. The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that "One Call" or "Miss Utility" services do not include FAA ATO/Technical Operations

216. Penalties. The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

217. Special Conditions. The CSPP must detail any special conditions that affect the operation of the

airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

218. Runway and Taxiway Visual Aids. Includes marking, lighting, signs, and visual NAVAIDS. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDS remain in place and operational. The CSPP must address the following, as appropriate:

a. General. Airport markings, lighting, signs, and visual NAVAIDS must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.

b. Markings. Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph 218.b(1)(b) below.)

(1) Closed Runways and Taxiways.

(a) Permanently Closed Runways. For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place Xs at each end and at 1,000-foot (300 m) intervals.

- (b) **Temporarily Closed Runways.** For runways that have been temporarily closed, place an X at the each end of the runway directly on or as near as practicable to the runway designation numbers. Figure 2-1 illustrates.

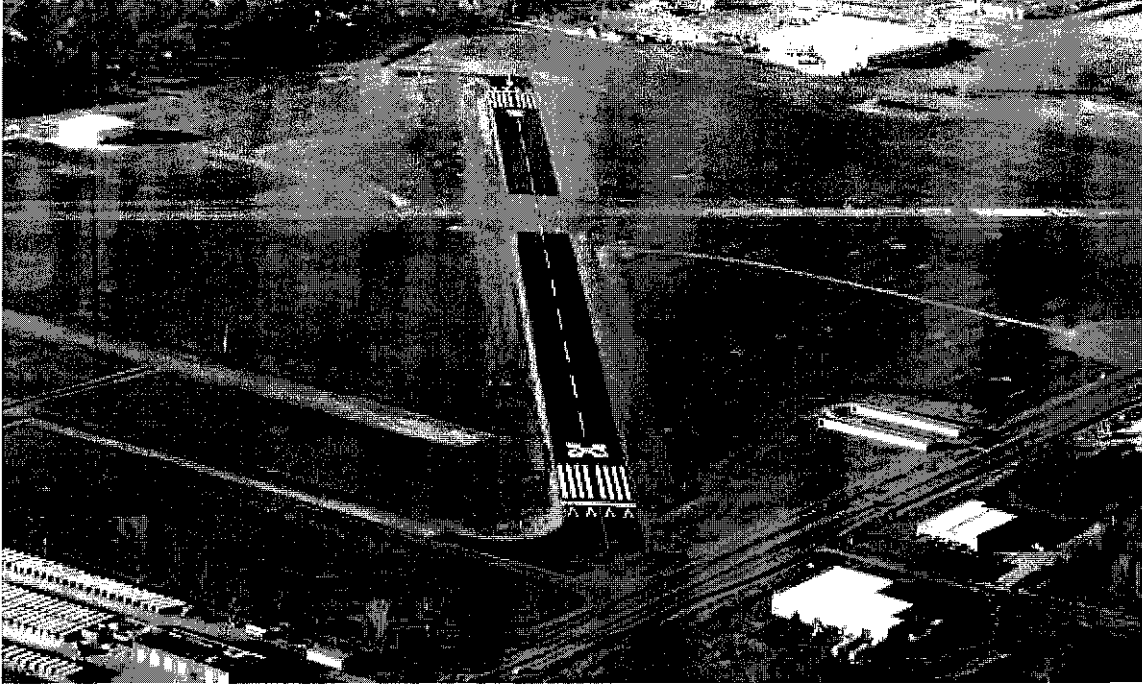


Figure 2-1 Markings for a Temporarily Closed Runway

- (c) **Partially Closed Runways and Displaced Thresholds.** When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 207.a(1) above for the difference between partially closed runways and runways with displaced thresholds.
- (i) **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see AC 150/5340-1).
- (ii) **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See AC 150/5340-1.

(d) Taxiways.

(i) Permanently Closed Taxiways. AC 150/5300-13 notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. Figure 2-2 illustrates.

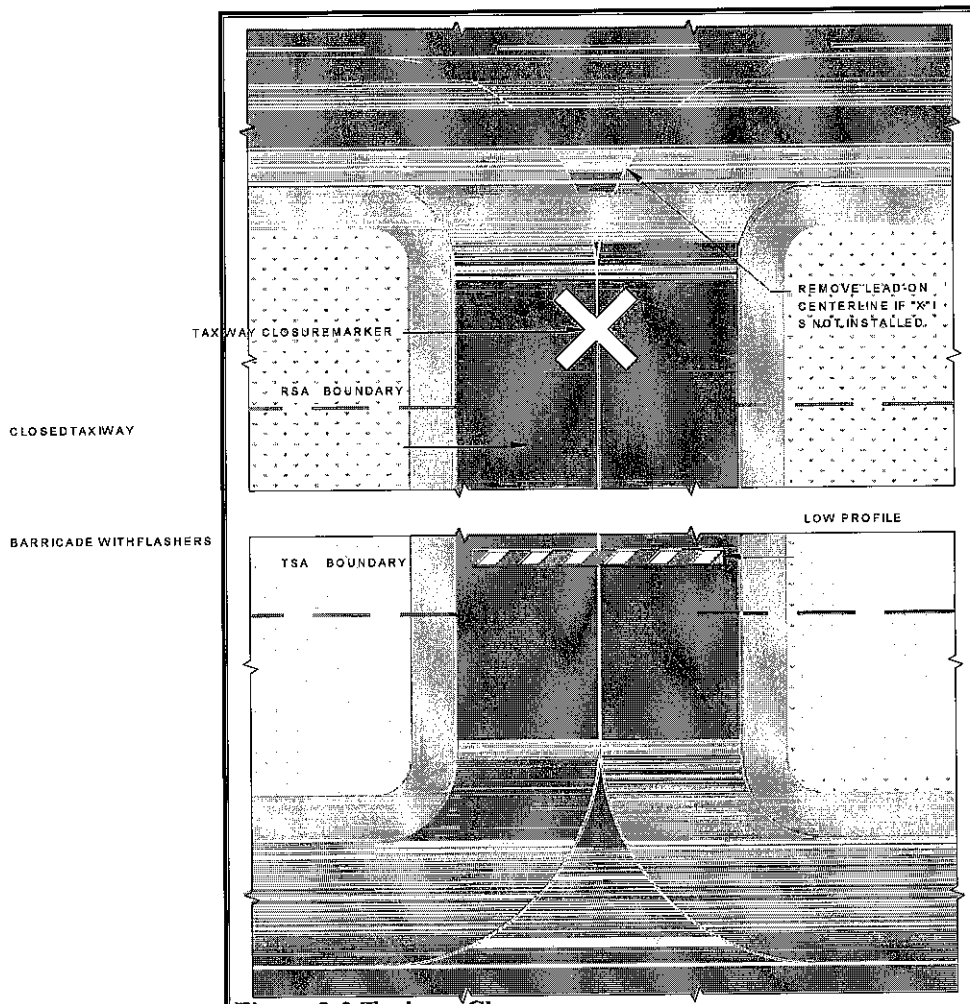


Figure 2-2 Taxiway Closure

(ii) Temporarily Closed Taxiways. Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed section. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed.

(e) Temporarily Closed Airport. When the airport is closed temporarily, mark all the runways as closed.

(2) If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents.

(3) It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.

(4) If it is not possible to install threshold bars, chevrons, and arrows on the pavement, temporary outboard markings may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimension along the runway direction must be the same as if installed on the pavement. The lateral dimension must be at least one-half that of on-pavement markings. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.

(5) The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10), but the dimensions must meet the existing standards.

c. Lighting and Visual NAVAIDs. This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting must be in conformance with AC 150/5340-30, Design and Installation Details for Airport Visual Aids, and AC 150/5345-50, Specification for Portable Runway and Taxiway Lights. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources.

(1) **Permanently Closed Runways and Taxiways.** For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

(2) **Temporarily Closed Runways.** If available, use a lighted X, both at night and during the day, placed at each end of the runway facing the approach. The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure. For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-3 shows a lighted X by day. Figure 2-4 shows a lighted X at night.

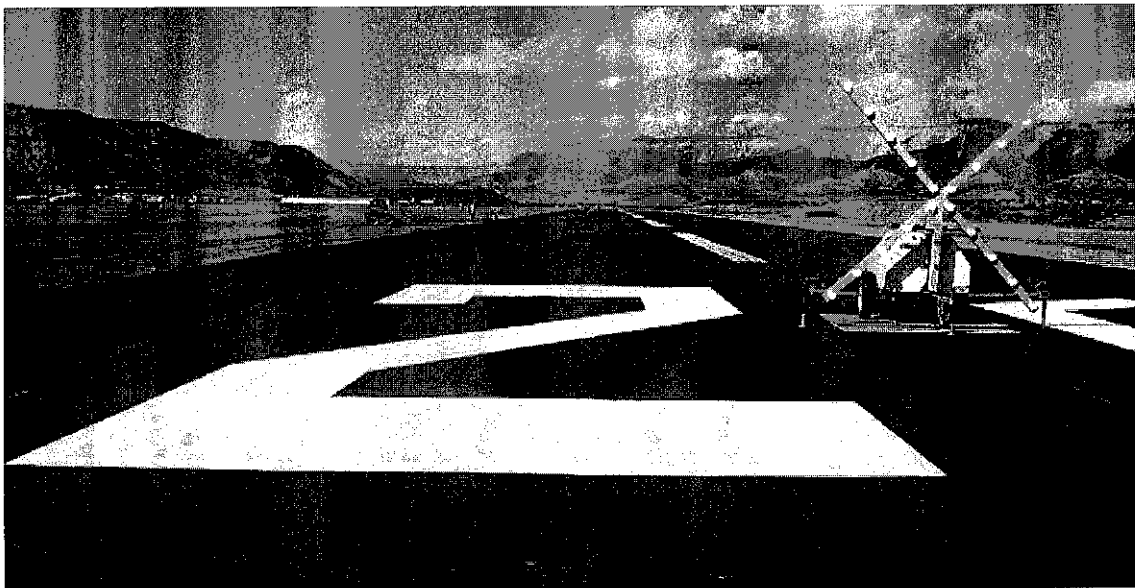


Figure 2-3 Lighted X in Daytime

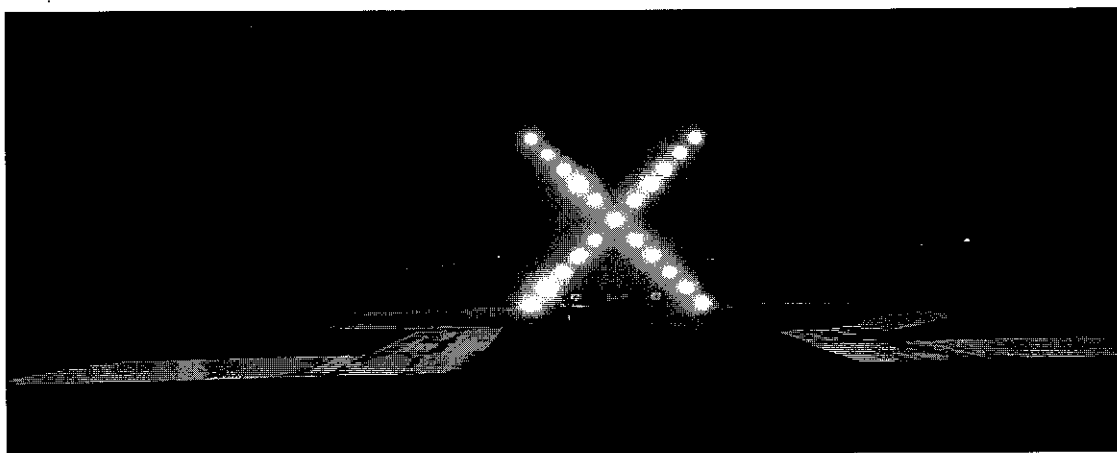


Figure 2-4 Lighted X at Night

(3) **Partially Closed Runways and Displaced Thresholds.** When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or

taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service

- (a) **Partially Closed Runways.** Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixture in such a way as to prevent light leakage.
- (b) **Displaced Thresholds.** Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light in the opposite direction. Centerline lights are blanked out in the direction of approach if the displacement is 700 ft or less. If the displacement is over 700 ft, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds.
- (c) **Temporary runway thresholds and runway ends** must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.
- (d) A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 218.b(1)(c) above. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, Specification for L-853, Runway and Taxiway Retroreflective Markers.
- (e) **Temporary threshold lights and end lights and related visual NAVAIDs** are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 in (7.6 cm) above ground. When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.
- (f) **Maintain threshold and edge lighting color and spacing standards** as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.
- (g) **Reconfigure yellow lenses (caution zone), as necessary.** If the runway has centerline lights, reconfigure the red lenses, as necessary, or place the centerline lights out of service.
- (h) **Relocate the visual glide slope indicator (VGSI), such as VASI and PAPI; other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold.** Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense.
- (i) **Issue a NOTAM to inform pilots of temporary lighting conditions.**
- (4) **Temporarily Closed Taxiways.** If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open),

cover the light fixture in such a way as to prevent light leakage.

d. Signs. To the extent possible, signs must be in conformance with AC 150/5345-44, Specification for Runway and Taxiway Signs and AC 150/5340-18, Standard for Airport Sign Systems. Any time a sign does not serve its normal function; it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

219. Marking and Signs for Access Routes. The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, Frangible Connections, which may require modification to size and height guidance in the MUTCD.

220. Hazard Marking, Lighting and Signing.

a. Hazard Marking and Lighting Prevents Pilots from entering areas closed to aircraft, and prevents construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

b. Equipment.

(1) **Barricades**, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 ft. Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

(2) **Lights must be red**, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 ft. Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

(3) **Supplement barricades with signs** (for example "No Entry," "No Vehicles") as necessary.

(4) **Air Operations Area – General.** Barricades are not permitted in any active safety area. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, collapsible barricades marked with diagonal, alternating orange and

white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 in (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 in high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 in (7.6 cm) above the ground. Figure 2-5 and Figure 2-6 show sample barricades with proper coloring and flags.



Figure 2-5 Interlocking Barricades



Figure 2-6 Low Profile Barricades

(5) **Air Operations Area – Runway/Taxiway Intersections.** Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

(6) **Air Operations Area – Other.** Beyond runway and taxiway object free areas and

aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

(7) **Maintenance.** The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

221. Protection of Runway and Taxiway Safety Areas. Runway and taxiway safety areas, Obstacle Free zones (OFZ), object free areas (OFA), and approach surfaces are described in AC 150/5300-13. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (See paragraph 213.e above.) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

a. Runway Safety Area (RSA). A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

(1) **No construction may occur within the existing RSA** while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (see AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published. See AC 150/5300-13 for guidance on the use of declared distances.

(2) **The airport operator must coordinate** the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

(3) **The CSPP and SPCD must provide procedures** for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

(4) **Excavations.**

(a) Open trenches or excavations are not permitted within the RSA while the runway is open. If possible, backfill trenches before the runway is opened. If the runway must be opened before excavations are backfilled, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.

(b) Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

(5) **Erosion Control.** Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

b. Runway Object Free Area (ROFA). Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

c. Taxiway Safety Area (TSA). A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Construction activities within the TSA are subject to the following conditions:

(1) **No construction may occur** within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction (see AC 150/5300-13, Table 4-1).

(2) **The airport operator must coordinate** the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

(3) **The CSPP and SPCD must provide procedures** for ensuring adequate distance for protection from blasting operations.

(4) **Excavations.**

(a) Open trenches or excavations are not permitted within the TSA while the taxiway is open. If possible, backfill trenches before the taxiway is opened. If the taxiway must be opened before excavations are backfilled, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.

(b) Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

(5) **Erosion Control.** Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

d. Taxiway Object Free Area (TOFA). Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

(1) **The taxiway object free area dimensions** may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available.

(2) **Offset taxiway pavement markings** may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting or reflectors are required.

(3) **Construction activity may be accomplished** without adjusting the width of the taxiway object free area, subject to the following restrictions:

- (a) Appropriate NOTAMs are issued.
- (b) Marking and lighting meeting the provisions of paragraphs 218 and 220 above are implemented.
- (c) Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). In these situations, flaggers must be used to direct construction equipment, and wing walkers will be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

e. Obstacle Free Zone (OFZ). In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

f. Runway Approach/Departure Areas and Clearways. All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

(1) Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

(2) Caution regarding partial runway closures. When filing a NOTAM for a partial runway closure, clearly state to OCC personnel that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

(3) Caution regarding displaced thresholds. Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

222. Other Limitations on Construction. The CSPP must specify any other limitations on construction, including but not limited to:

a. Prohibitions.

- (1) No use of tall equipment** (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
- (2) No use of open flame welding or torches** unless fire safety precautions are provided and the airport operator has approved their use.
- (3) No use of electrical blasting caps** on or within 1,000 ft (300 m) of the airport property.

See AC 150/5370-10.

(4) **No use of flare pots within the AOA.**

b. Restrictions.

(1) **Construction suspension required during specific airport operations.**

(2) **Areas that cannot be worked on simultaneously.**

(3) **Day or night construction restrictions.**

(4) **Seasonal construction restrictions.**

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Chapter 3. Guidelines for Writing a CSPP

301. General Requirements. The CSPP is a standalone document written to correspond with the subjects outlined in Chapter 2, Section 1, paragraph 204. The CSPP is organized by numbered sections corresponding to each subject listed in Chapter 2, Section 1, paragraph 204, and described in detail in Chapter 2, Section 2. Each section number and title in the CSPP matches the corresponding subject outlined in Chapter 2, paragraph 204 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on.). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

302. Applicability of Subjects. Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA Instrument Landing System (ILS) cables during trenching operations could be considered FAA ATO coordination (Section 1. Coordination, paragraph 205.c), an area and operation affected by the construction activity (Section 3. Areas and Operations Affected by the Construction Activity, paragraph 207.a(4)), a protection of a NAVAID (Section 4. Protection of Navigational Aids (NAVAIDs), paragraph 208), or a notification to the FAA of construction activities (Section 9. Notification of Construction Activities, paragraph 210.e(3)(b)). However, it is more specifically an underground utility requirement (Section 11. Underground Utilities, paragraph 215). The procedure for protecting underground ILS cables during trenching operations should therefore be described in Section 11: *"The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings."* All other applicable sections should include a reference to Section 11: *"ILS cables shall be identified and protected as described in Section 11"* or *"See Section 11 for ILS cable identification and protection requirements."* Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

303. Graphical Representations. Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

304. Reference Documents. The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor.

305. Restrictions. The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent ("as-built") features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

306. Coordination. Include in this section a detailed description of conferences and meetings both before and during the project. Include appropriate information from AC 150/5300-9. Discuss coordination procedures and schedules for each required FAA ATO airway facility shutdown and restart and all required flight inspections.

307. Phasing. Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph 308 below, as appropriate.

308. Areas and Operations Affected By Construction. Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. Tables and charts such as the following may be helpful in highlighting issues to be addressed.

Table 3-1 Sample Operations Effects

Project	Runway 15-33 Reconstruction	
Phase	Phase II: Reconstruct Runway 15 End	
Scope of Work	Reconstruct 1,000 ft of north end of Runway 15-33 with Portland Cement Concrete (PCC).	
Operational Requirements	Normal (Existing)	Phase II (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 52 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 ARC	C-IV	C-IV
Runway 15 Approach Visibility Minimums	¾ mile	1 mile
Runway 33 Approach Visibility Minimums	¾ mile	1 mile
Runway 15 Declared Distances	TORA: 7,820	TORA: 6,420
	TODA: 7,820	TODA: 6,420
	ASDA: 7,820	ASDA: 6,420
	LDA: 7,820	LDA: 6,420
Runway 33 Declared Distances	TORA: 8,320	TORA: 6,920
	TODA: 8,320	TODA: 6,920
	ASDA: 8,320	ASDA: 6,920
	LDA: 7,820	LDA: 6,420
Runway 15 Approach Procedures	ILS	LOC only
	RNAV	N/A
	VOR	N/A
Runway 33 Approach Procedures	ILS	Visual only
	RNAV	N/A
	VOR	N/A
Runway 15 NAVAIDs	ILS/DME, MALSR, RVR	LOC/DME, PAPI (temp), RVR

Runway 33 NAVAIDs	ILS/DME, MALSF, PAPI, RVR	MALSF, PAPI, RVR
Taxiway G ADG	IV	IV (N/A between T/W H and R/W 15 end)
Taxiway E ADG	IV	IV
ATCT (hours open)	06:00 – 24:00 local	06:00 – 24:00 local
ARFF Index	D	D
Special Conditions	Air National Guard (ANG) military operations	Military operations relocated to alternate ANG Base
	Airline XYZ requires VGSI	Airline XYZ requires VGSI

Complete the following chart for each phase to determine the area that must be protected along the runway edges:

Runway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	RSA Width in Feet Divided by 2*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*See AC 150/5300-13 to complete the chart for a specific runway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Distance to Threshold Based on Required Approach Slope*	
_____	_____	_____	_____ ft	_____ ft	_____: 1
_____	_____	_____	_____ ft	_____ ft	_____: 1
_____	_____	_____	_____ ft	_____ ft	_____: 1
_____	_____	_____	_____ ft	_____ ft	_____: 1

*See AC 150/5300-13 to complete the chart for a specific runway.

309. Navigation Aid (NAVAID) Protection. List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph 306 above for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph 314 for the issuance of NOTAMs as required. Include a reference to paragraph 316 for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 319. Attach drawings to graphically indicate the affected NAVAIDs and the corresponding critical areas.

310. Contractor Access. This will necessarily be the most extensive section of the CSPP. Provide

sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

a. Location of Stockpiled Construction Materials. Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 321 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 311 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 312 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

b. Vehicle and Pedestrian Operations. While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying Hazardous Material (HAZMAT) vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

c. Two-Way Radio Communications. Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor Common Traffic Advisory Frequencies (CTAF) at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light signals, telephone numbers, others) must be included. All radio frequencies should be identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

d. Airport Security. Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

311. Wildlife Management. Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph 310 for security (wildlife) fence integrity maintenance as required.

312. Foreign Object Debris (FOD) Management. In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 315 for inspection requirements as required.

313. Hazardous Materials (HAZMAT) Management. Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Material Safety Data Sheet (MSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be

identified. Include a reference to paragraph 310 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

314. Notification of Construction Activities. List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph 310. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

315. Inspection Requirements. Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

316. Underground Utilities. Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph 314 above for notification of utility owners of accidental utility disruption as required.

317. Penalties. Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, Vehicle/Pedestrian Deviations (VPD), and others.

318. Special Conditions. Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph 310 above for compliance with airport safety and security measures and for radio communications as required. Include a reference to paragraph 319 below for emergency notification of all involved parties, including police/security, ARFF, and medical services.

319. Runway and Taxiway Visual Aids. Include marking, lighting, signs, and visual NAVAIDS.

Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDs required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDs that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDs such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, Standards for Airport Markings, AC 150/5340-18, Standards for Airport Sign Systems, and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDs.

320. Marking and Signs for Access Routes. Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet fragility/height requirements.

321. Hazard Marking and Lighting. Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 314 above. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

322. Protection of Runway and Taxiway Safety Areas. This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13: Airport Design as required. Include a reference to paragraph 310 above for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 310 above for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 321 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide adequate Runway Safety Area, include a reference to paragraphs 314 and 319 above. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13: Airport Design as required. Include a reference to paragraph 323 for height (i.e. crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional “box” within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

323. Other Limitations on Construction. This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e. crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 307 above for project phasing requirements based on construction limitations as required.

Appendix 1. Related Reading Material

Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/airports/>.

AC	Title and Description
AC 150/5200-28	Notices to Airmen (NOTAMs) for Airport Operators
	Guidance for using the NOTAM System in airport reporting.
AC 150/5200-30	Airport Winter Safety and Operations
	Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
AC 150/5200-33	Hazardous Wildlife Attractants On or Near Airports
	Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
AC 150/5210-5	Painting, Marking, and Lighting of Vehicles Used on an Airport.
	Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
AC 150/5210-20	Ground Vehicle Operations on Airports
	Guidance to airport operators on developing ground vehicle operation training programs.
AC 150/5300-13	Airport Design
	FAA standards and recommendations for airport design, establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
AC 150/5310-24	Airport Foreign Object Debris Management
	Guidance for developing and managing an airport foreign object debris (FOD) program
AC 150/5220-4	Water Supply Systems for Aircraft Fire and Rescue Protection.
	Guidance on selecting a water source and meeting standards for a distribution system to support aircraft rescue and fire fighting service operations on airports.
AC 150/5320-15	Management of Airport Industrial Waste
	Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.
AC 150/5340-1	Standards for Airport Markings
	FAA standards for markings used on airport runways, taxiways, and aprons.
AC 150/5340-18	Standards for Airport Sign Systems
	FAA standards for the siting and installation of signs on airport runways and taxiways.
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
	FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.

AC	Title and Description
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
	Guidance and recommendations on the installation of airport visual aids.
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-44	Specification for Runway and Taxiway Signs
	FAA specifications for unlighted and lighted signs for taxiways and runways.
AC 150/5345-53	Airport Lighting Certification Program
	Details on the Airport Lighting Equipment Certification Program (ALECP).
AC 150/5345-50	Specification for Portable Runway and Taxiway Lights
	FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.
AC 150/5345-55	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
AC 150/5370-10	Standards for Specifying Construction of Airports
	Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
FAA Order 5200.11	<u>FAA Airports (ARP) Safety Management System (SMS)</u>
	Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	Grasses Attractive to Hazardous Wildlife
	Guidance on grass management and seed selection.
FAA Form 7460-1	<u>Notice of Proposed Construction or Alteration</u>
FAA Form 7480-1	<u>Notice of Landing Area Proposal</u>

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at <http://ecfr.gpoaccess.gov/>.

Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at <http://mutcd.fhwa.dot.gov/>.

Appendix 2. Definition of Terms

Term	Definition
7460-1	Notice Of Proposed Construction Or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, safe, efficient use, and preservation of the navigable airspace. (See guidance available on the FAA web site at oeaaa.faa.gov .) The form may be downloaded at http://www.faa.gov/airports/resources/forms/ , or filed electronically at: https://oeaaa.faa.gov .
7480-1	Notice Of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. The form may be downloaded at http://www.faa.gov/airports/resources/forms/ .
AC	Advisory Circular
ACRC	Aircraft Reference Code
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area. Any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runways, taxiways, or aprons.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under the authority of 14 CFR Part 139, Certification of Airports.
CFR	Code of Federal Regulations
Construction	The presence and movement of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety And Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

Term	Definition
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FOD	Foreign Object Debris
HAZMAT	Hazardous Materials
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See AC 150/5300-13, for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to AC 150/5300-13 for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
P&R	Planning and Requirements Group

Term	Definition
PAPI	Precision Approach Path Indicators
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicators
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.
SIDA	Security Identification Display Area
SMS	Safety Management System
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13.
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See AC 150/5300-13 for guidance on declared distances.
TSA	Taxiway Safety Area Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicators

Term	Definition
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicators (PAPI), visual approach slope indicators (VASI), and pulse light approach slope indicators (PLASI).
VFR	Visual Flight Rules
VOR	VHF Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

Appendix 3. Safety and Phasing Plan Checklist

This appendix is keyed to Section 2. Plan Requirements. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not as a required submittal.

Coordination	Reference	Addressed			Remarks
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	205	☐ Yes	☐ No	☐ NA	
Operational safety is a standing agenda item for construction progress meetings.	205	☐ Yes	☐ No	☐ NA	
Scheduling of the construction phases is properly addressed.	206	☐ Yes	☐ No	☐ NA	
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	207.a	☐ Yes	☐ No	☐ NA	
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	207.a(1)	☐ Yes	☐ No	☐ NA	
Access routes used by ARFF vehicles affected by the project are addressed.	207.a(2)	☐ Yes	☐ No	☐ NA	
Access routes used by airport and airline support vehicles affected by the project are addressed.	207.a(3)	☐ Yes	☐ No	☐ NA	
Underground utilities, including water supplies for fire fighting and drainage.	207.a(4)	☐ Yes	☐ No	☐ NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	207.a(5)	☐ Yes	☐ No	☐ NA	
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	207.a	☐ Yes	☐ No	☐ NA	
Temporary changes to taxi operations are addressed.	207.b(1)	☐ Yes	☐ No	☐ NA	

Coordination	Reference	Addressed			Remarks
Detours for ARFF and other airport vehicles are identified.	207.b(2)	☐ Yes	☐ No	☐ NA	
Maintenance of essential utilities and underground infrastructure is addressed.	207.b(3)	☐ Yes	☐ No	☐ NA	
Temporary changes to air traffic control procedures are addressed.	207.b(4)	☐ Yes	☐ No	☐ NA	
NAVAIDS					
Critical areas for NAVAIDS are depicted on drawings.	208	☐ Yes	☐ No	☐ NA	
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	208	☐ Yes	☐ No	☐ NA	
Protection of NAVAID facilities is addressed.	208	☐ Yes	☐ No	☐ NA	
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	208	☐ Yes	☐ No	☐ NA	
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	208, 213.a, 213.e(3)(a), 218.a	☐ Yes	☐ No	☐ NA	
Contractor Access					
The CSPP addresses areas to which contractor will have access and how the areas will be accessed.	209	☐ Yes	☐ No	☐ NA	
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	209	☐ Yes	☐ No	☐ NA	
The location of stockpiled construction materials is depicted on drawings.	209.a	☐ Yes	☐ No	☐ NA	
The requirement for stockpiles in the ROFA to be approved by FAA is included.	209.a	☐ Yes	☐ No	☐ NA	
Requirements for proper stockpiling of materials are included.	209.a	☐ Yes	☐ No	☐ NA	

Coordination	Reference	Addressed			Remarks
Construction site parking is addressed.	209.b(1)	☐ Yes	☐ No	☐ NA	
Construction equipment parking is addressed.	209.b(2)	☐ Yes	☐ No	☐ NA	
Access and haul roads are addressed.	209.b(3)	☐ Yes	☐ No	☐ NA	
A requirement for marking and lighting of vehicles to comply with AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport, is included.	209.b(4)	☐ Yes	☐ No	☐ NA	
Proper vehicle operations, including requirements for escorts, are described.	209.b(5), 209.b(6)	☐ Yes	☐ No	☐ NA	
Training requirements for vehicle drivers are addressed.	209.b(7)	☐ Yes	☐ No	☐ NA	
Two-way radio communications procedures are described.	209.b(9)	☐ Yes	☐ No	☐ NA	
Maintenance of the secured area of the airport is addressed.	209.b(10)	☐ Yes	☐ No	☐ NA	
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	210	☐ Yes	☐ No	☐ NA	
Foreign Object Debris Management					
The airport operator's FOD management procedures are addressed.	211	☐ Yes	☐ No	☐ NA	
Hazardous Materials Management					
The airport operator's hazardous materials management procedures are addressed.	212	☐ Yes	☐ No	☐ NA	
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	213	☐ Yes	☐ No	☐ NA	

Coordination	Reference	Addressed			Remarks
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	213.a	☐ Yes	☐ No	☐ NA	
A list of local ATO/Technical Operations personnel is included.	213.a	☐ Yes	☐ No	☐ NA	
A list of ATCT managers on duty is included.	213.a	☐ Yes	☐ No	☐ NA	
A list of authorized representatives to the OCC is included.	213.b	☐ Yes	☐ No	☐ NA	
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	208, 213.b, 218.b(4)(i)	☐ Yes	☐ No	☐ NA	
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	213.b	☐ Yes	☐ No	☐ NA	
Emergency notification procedures for medical, fire fighting, and police response are addressed.	213.c	☐ Yes	☐ No	☐ NA	
Coordination with ARFF personnel for non-emergency issues is addressed.	213.d	☐ Yes	☐ No	☐ NA	
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	213.e	☐ Yes	☐ No	☐ NA	
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	213.e(3)(b)	☐ Yes	☐ No	☐ NA	
Inspection Requirements					
Daily inspections by both the airport operator and contractor are specified.	214.a	☐ Yes	☐ No	☐ NA	
Final inspections at certificated airports are specified when required.	214.b	☐ Yes	☐ No	☐ NA	
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	215	☐ Yes	☐ No	☐ NA	

Coordination	Reference	Addressed			Remarks
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	216	☐ Yes	☐ No	☐ NA	
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	217	☐ Yes	☐ No	☐ NA	
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	218.a	☐ Yes	☐ No	☐ NA	
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	218.a, 218.c, 219, 220.b(4)	☐ Yes	☐ No	☐ NA	
The requirement for markings to be in compliance with AC 150/5340-1, Standards for Airport Markings is specified.	218.b	☐ Yes	☐ No	☐ NA	
The requirement for lighting to conform to AC 150/5340-30, Design and Installation Details for Airport Visual Aids, AC 150/5345-50, Specification for Portable Runway and Taxiway Lights, and AC 150/5345-53 Airport Lighting Certification Program, is specified.	218.b(1)(f)	☐ Yes	☐ No	☐ NA	
The use of a lighted X is specified where appropriate.	218.b(1)(b), 218.b(3)	☐ Yes	☐ No	☐ NA	
The requirement for signs to conform to AC 150/5345-44, Specification for Runway and Taxiway Signs, AC 50/5340-18, Standards for Airport Sign Systems, and AC 150/5345-53, Airport Lighting Certification Program, is specified.	218.c	☐ Yes	☐ No	☐ NA	
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to AC 150/5340-18 and, to the extent practicable, with the MUTCD and/or State highway specifications.	219	☐ Yes	☐ No	☐ NA	
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	220.a	☐ Yes	☐ No	☐ NA	

Coordination	Reference	Addressed			Remarks
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	220.a	☐ Yes	☐ No	☐ NA	
The CSPP considers less obvious construction-related hazards.	220.a	☐ Yes	☐ No	☐ NA	
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	220.b(1)	☐ Yes	☐ No	☐ NA	
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	220.b(1)	☐ Yes	☐ No	☐ NA	
Red lights meeting the luminance requirements of the State Highway Department are specified.	220.b(2)	☐ Yes	☐ No	☐ NA	
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 in high.	220.b(4)	☐ Yes	☐ No	☐ NA	
Barricades marked with diagonal, alternating orange and white stripes are specified to indicate construction locations in which no part of an aircraft may enter.	220.b(4)	☐ Yes	☐ No	☐ NA	
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	220.b(5)	☐ Yes	☐ No	☐ NA	
Markings for temporary closures are specified.	220.b(5)	☐ Yes	☐ No	☐ NA	
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	220.b(7)	☐ Yes	☐ No	☐ NA	
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	221.a(1), 221.c(1)	☐ Yes	☐ No	☐ NA	
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	221.a(2), 221.c(2)	☐ Yes	☐ No	☐ NA	

Coordination	Reference	Addressed			Remarks
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	221.c(3)	☐ Yes	☐ No	☐ NA	
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open.	221.a(4)	☐ Yes	☐ No	☐ NA	
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	221.a(4)	☐ Yes	☐ No	☐ NA	
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	221.a(4)	☐ Yes	☐ No	☐ NA	
Grading and soil erosion control to maintain RSA/TSA standards are addressed.	221.c(5)	☐ Yes	☐ No	☐ NA	
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	221.b	☐ Yes	☐ No	☐ NA	
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	221.c	☐ Yes	☐ No	☐ NA	
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	221.d	☐ Yes	☐ No	☐ NA	
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	221.e	☐ Yes	☐ No	☐ NA	
Provisions for protection of runway approach/departure areas and clearways are included.	221.f	☐ Yes	☐ No	☐ NA	
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	222.a(2)	☐ Yes	☐ No	☐ NA	
The CSPP prohibits the use of flare pots within the AOA at any time.	222.a(4)	☐ Yes	☐ No	☐ NA	
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	222.a(3)	☐ Yes	☐ No	☐ NA	

Appendix 4. Construction Project Daily Safety Inspection Checklist

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project.

Potentially Hazardous Conditions

Item	Action Required	or	None
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.			☐
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.			☐
Runway resurfacing projects resulting in lips exceeding 3 in (7.6 cm) from pavement edges and ends.			☐
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.			☐
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.			☐
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and approach zones.			☐
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.			☐
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.			☐

Item	Action Required	or	None
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.			☐
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.			☐
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.			☐
Obliterated or faded temporary markings on active operational areas.			☐
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.			☐
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.			☐
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.			☐
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.			☐
Lack of radio communications with construction vehicles in airport movement areas.			☐
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.			☐
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.			☐
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.			☐

Item	Action Required	or	None
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).			☐
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.			☐
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.			☐
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.			☐
Site burning, which can cause possible obscuration.			☐
Construction work taking place outside of designated work areas and out of phase.			☐

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20. Consider and take necessary action to allow the County Auditor's office to issue addenda's as needed for Bid Number 2025-06 – AWOS Installation Project for 24AWPTLAV Calhoun County Airport, Port Lavaca, Texas, with approval from Commissioner Best and County Judge. (RB)

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

21

21. Consider and take necessary action to continue participation in TAC HEBP ARTS Program and authorize County Judge to sign agreement. (VLL)

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



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

February 3, 2025

Affordable Care Act Reporting and Tracking Service (ARTS) Renewal Information

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) has begun the renewal process for those counties and districts participating in the Affordable Care Act Reporting and Tracking Service (ARTS). Renewal will enable your entity to produce the forms required by IRS Sections 6055/6056 for calendar year 2025, assuming this reporting continues to be a requirement. Reporting will consist of Form 1095C, which must be provided both to employees and the IRS (plus transmittal Form 1094C, filed with IRS). Current law requires all employers with 50 or more full-time equivalent employees to file these forms. ARTS will provide measurement period tracking for 2025 and beyond (to determine whether an employee must be offered health coverage), as well as affordability testing for groups that require employee contributions toward the cost of their own health coverage.

As your county or district provides health benefits through TAC HEBP, ARTS will continue to be available at NO COST in 2025, assuming program deadlines are met.

Your entity will need to continue sending employee, payroll, and unpaid leave of absence files to TAC HEBP in order to utilize this service for the 2025 reports. **Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable.** The information provided will be used to determine:

- 1) whether individuals are eligible for a federal premium subsidy or tax credit; and
- 2) whether your entity is subject to penalties under the ACA employer mandate.

Some payroll vendors have worked with TAC to produce these files for you. You will be responsible for the completion of required information in your payroll system and submission to TAC, but this eliminates the need for manually producing additional spreadsheets.

If you use a payroll system that will produce the required IRS forms, and you determine that your entity does not need measurement period tracking or affordability monitoring, you may not need ARTS. It is a service offered by TAC and is completely optional.

Enclosed is the **2025 ARTS Renewal Confirmation Program Agreement** on page 1. Please return a signed copy (initials on pages 1 and 2, signature on page 3) to your Employee Benefits Consultant or email to ARTS@county.org no later than **3/31/2025** if your entity wishes to continue its participation in the program. If you have any questions, please contact your Employee Benefits Consultant at (800) 456-5974.



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) 2025 ARTS Renewal Confirmation Program Agreement HEBP Member: (Pooled Group or ASO)

Program Services

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking for 2025 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if 2024 data was provided by county/district).*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees.*
- *Production of your county/district's 1095C forms, shipped to you for distribution to employees (optional direct mail service for additional fee).*
- *Transmission of your county/district's 1094C and 1095C forms to the IRS.*

Program Requirements

- 1) Participants agree to provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the file format designated by TAC HEBP (ARTS Data File Guide attached):
 - Payroll data files must be provided for each payroll cycle, and should be submitted at least once per calendar month.
 - Employee data files must be provided, at a minimum, once per quarter.
 - LOA data files may be provided if and when applicable.

NOTE: *It is critical that we receive the files in the proper format and the correct naming convention. Failure to do so may result in our inability to provide this service to your county or district.*

- 2) Group agrees to pay program fees as described in the 2025 ARTS Fee Schedule on page 2.

Enrollment and Data Submission Deadlines

- Please refer to the enclosed "2025 Deadlines for ARTS Files" document for details.
- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than **March 31, 2025** in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 5, 2025, to avoid late fees, however, we recommend that you continue sending your files after each payroll or at least monthly to avoid getting backlogged.

 **Initials**



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) HEBP Member (Fully Insured or ASO) 2025 Fee Schedule for Renewing Participant

1	☒	ARTS Annual Subscription Fee	*\$4.75 / form	Waived
2	☐	Optional Forms Distribution (<i>group chooses to have TAC mail employee forms</i>)	\$ 1.50 / form	If applicable, will be billed in 2026 after forms are produced
3	☐	Late fee for service election form (<i>after 3/31/2025</i>)	\$1,500	
4	☐	Late fee for data submission (<i>after 8/4/2025 and/or 1/9/2026</i>)	\$3,000	If applicable, will be billed in 2026 after forms are produced
		Total Amount Due: (if zero, enter 0.00)		
		\$ _____		

**Per 1095C form*

Fees subject to change annually

VL Initials



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) Contact Designation Form

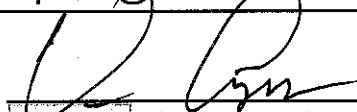
Contracting Authority: Calhoun County (Group Name) hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that any notice to, or agreement by, a Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Group. Each Group reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

Name: Rhonda Kokena **Title:** County Treasurer
Address: 202 S. Ann St, Ste A Port Lavaca, TX 77979
Phone: 361-553-4620 **Fax:** 361-553-4614
Email: rhonda.kokena@calhouncotx.org

Primary Contact: Main contact for data file and reporting matters pertaining to the ARTS program.

Name: Candice Villarreal **Title:** County Auditor
Mailing Address: 202 S Ann St, Ste B Port Lavaca, TX 77979
Delivery Address (no PO Boxes): same as above
Phone: 361-553-4611 **HIPAA Secured Fax#:** 361-553-4614
Email: candice.villarreal@calhouncotx.org

Other Contact Emails for ARTS correspondence regarding data files, if any:
erica.perez@calhouncotx.org


Signature of County Judge or Contracting Authority

3-12-2025
Date

Vern Lyssy, County Judge
Print Name and Title

Payroll Software provider: <u>MIP Fund Accounting/Community Brands</u> Software Version #: <u>25.1.1.0</u>

22

22. Consider and take necessary action to proclaim the week of March 12, 2025 as "Girl Scout Week" in Calhoun County. (VLL)

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

A Resolution on the Importance of Girl Scouts to Today's Girls recognizing Girl Scouts of the United States of America on its 113th birthday and celebrating the legacy of the Girl Scout Movement and its founder Juliette Gordon Low.

WHEREAS, March 12, 2025, marks the 113th anniversary of Girl Scouts of the United States of America, whose mission is to "build girls of courage, confidence, and character, who make the world a better place;"

WHEREAS, Girl Scouts offers girls 21st century programming in science, technology, engineering, and math (STEM); the outdoors; entrepreneurship; and beyond, helping girls develop invaluable life skills through the Girl Scout Leadership Experience; **WHEREAS**, today, more than 50 million women-trailblazers, visionaries, and leaders-are Girl Scout alums who embody the Girl Scout mission every day;

WHEREAS, the Girl Scout Movement began on March 12, 1912, when Juliette "Daisy" Gordon Low, a native of Savannah, Georgia, organized a group of 18 girls and provided them with the opportunity to develop physically, intellectually, socially, and spiritually;

WHEREAS, public service and civic engagement were a cornerstone of Juliette Gordon Low's life and remain an important part of today's Girl Scout experience, with programming designed to encourage girls to seek opportunities to learn about federal, state, and local government; research and engage with their elected officials; and inspire girls to become civically minded individuals equipped with the tools to make a positive change in the world;

WHEREAS, Girl Scouts' commitment to getting girls outdoors, including exciting summer camp experiences, comes from Juliette Gordon Low's lifelong appreciation for nature and the environment;

WHEREAS, Juliette Gordon Low utilized her extensive network of friends across the country and around the world to establish the foundation for the Girl Scout Movement, creating opportunities for girls to form lifelong friendships with fellow Girl Scouts;

WHEREAS, Juliette Gordon Low believed in the power of global connections and the ability of Girl Guides and Girl Scouts to positively impact their communities and the world, serving as the Movement's worldwide ambassador and first Girl Scout Global Citizen;

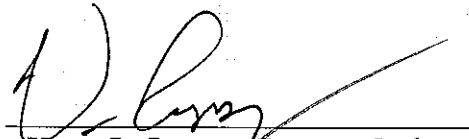
WHEREAS, on March 25, 2025, the Juliette Gordon Low Commemorative Quarter will be released into circulation by the United States Mint, celebrating the enduring legacy the Girl Scout founder and the Girl Scout Movement;

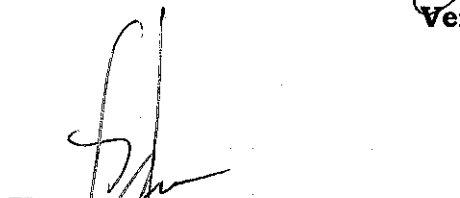
WHEREAS, Juliette Gordon Low's journey from trailblazing leader to a face on our nation's currency is a testament to the power of girls and women everywhere; and

WHEREAS, Girl Scouts of Greater South Texas serves about 5,600 girls across South Texas.

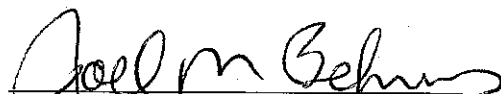
NOW, THEREFORE, the Calhoun County Commissioners' Court, applaud the Girl Scout Movement and Girl Scouts of Greater South Texas for 113 years of building girls of courage, confidence, and character, who make the world a better place, and proclaim the week of March 12th as "Girl Scout Week" in Calhoun County, Port Lavaca Texas.

Adopted the 12th day of March, 2025.


Vern L. Lyssy, County Judge

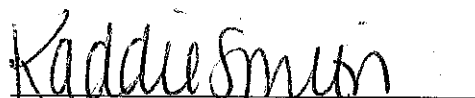

David Hall
Commissioner, Precinct 1


Ronald Best
Commissioner, Precinct 2


Joel Behrens
Commissioner, Precinct 3


Gary Reese
Commissioner, Precinct 4

Attest: Anna Goodman, County Clerk


By: Deputy Clerk



23

23. Consider and take necessary action to approve a rental agreement with Equipment Share for a single drum roller and a track excavator and authorize Commissioner Behrens to sign all necessary documents. (JMB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
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 Vernon Lyssy
Calhoun County Judge
211 S. Ann
Port Lavaca, TX 77979

RE: Agenda Item

Dear Judge Lyssy:

Please place the following item on the Commissioner's Court Agenda for March 12, 2025.

Consider and take necessary action to approve a rental agreement with Equipment Share for a single drum roller and a track excavator and authorize Commissioner Behrens to sign all necessary documents.

Sincerely,

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

Joel Behrens
Commissioner Pct. 3



Quote

March 3 2025 20:26 PM

EquipmentShare

Victoria, TX - Core Solutions
Victoria, TX - Core Solutions
1809 John Stockbauer Dr

Rep: Justin Boyd
No phone number supplied
justin.boyd@equipmentshare.com

Quote Details

Quote # 470974
Purchase Order: None
Customer Account: 23631
Quote Expires April 16 2025 08:00 AM

Customer Information

Calhoun County
Ordered By: Vern Lyssy
vern.lyssy@calhouncobx.org
361-553-4620

Delivery Location

24627 Texas Highway 172, Port Lavaca, Texas,
77979, United States
24627 Texas Highway 172
Port Lavaca, TX 77979

Site Contact Information

Site Contact: Joel Behrens
Site Contact Phone: +1 361 920 2173

Order Note

84" roller must be pad foot roller. Excavator must have 36" smooth bucket.

Rental Summary

Start Date: March 17 2025 08:00 AM
End Date: April 14 2025 08:00 AM
RPP (required): \$1935.90

Total Rental Days 28

Equipment Type	Quantity	Day Rate	Week Rate	4-Week Rate	Shift	Subtotal
Ride-On Single Drum Roller, 10 - 12 Ton, 84" Width ¹	1	\$628.00	\$1,727.00	\$3,822.00	Single	\$3,822.00
Track Excavator 25,000 - 35,000 lbs ²	1	\$672.00	\$1,848.00	\$3,949.00	Single	\$3,949.00
Quad Axle Dump Truck 10 - 12 Yd	1	\$751.00	\$2,118.00	\$4,236.00	Single	\$4,236.00

Total Rental Items**Misc. Charges Summary**

Misc. Charges	Subtotal
1.9% Environment Fee	\$245.22
1.5% Texas Emissions Reduction Plan	\$193.60
Texas Heavy Inventory Tax - 82(R) HB 2476	\$20.33
10% Texas Motor Vehicle Rental Tax - Short Term	\$513.50

Total Misc. Charges

\$972.65

*Fees are equipment model dependent and will be finalized when invoiced.

Rental Subtotal

\$12,908.00

Misc. Charges Subtotal	\$972.65
Delivery Fee	\$400.00
Pickup Fee	\$400.00
Sales Tax	\$1,152.67

Total with COI	\$15,831.32

If no insurance, total with RPP	\$17,926.91

Equipment Notes

1. 84" roller needs to be pad foot roller.
2. Excavator needs a 36" smooth bucket.

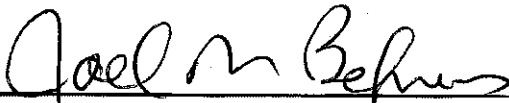
Shifts

Rates are equipment dependent, and may fluctuate based on utilization. All rates will be finalized when invoiced.

Single shift = up to 8 hours; rates multiplied by 1
Double shift = 8 - 16 hours; rates multiplied by 1.5
Triple shift = 16 - 24 hours; rates multiplied by 2

Terms & Conditions

By signing I acknowledge and accept this quote and I understand that these rates are subject to change after the listed expiration date above.



Customer Signature

Victoria, TX - Core Solutions
1809 John Stockbauer Dr
Victoria, TX 77901

3613335660
vic.service@equipmentsshare.com

Rental Order Confirmation



ORDER # 4947702
PO #
SALES REP Justin Boyd
ORDERED BY Joel Behrens, Calhoun County Precinct 3
+1 361 920 2173
24627 State Highway 172
Port Lavaca, TX 77979

BILL TO Joel Behrens, Calhoun County Precinct 3
24627 State Highway 172
Port Lavaca, TX 77979

Rentals

Qty	Rental #	Cat-Class	Equipment	Hour	Day	Week	4-Week	Estimated Amount*
1	2587483	Track Excavator 25,000 - 35,000 lbs		—	\$672.00	\$1,848.00	\$3,949.00	\$3,949.00
Start Date Mon 03/17/2025 08:00 am CDT				Job Site		Calhoun County Precinct 3		
Est. End Date Mon 04/14/2025 08:00 am CDT						24627 State Highway 172 Port Lavaca, TX 77979		
Hours Out —								
Hours In —				Dropoff Charge		\$200.00		
Shift Single				Return Charge		\$200.00		

Sales/Misc Items

Qty	Description	Unit Price	Sales Tax	Estimated Amount*
1	Rental Protection Plan	\$592.35	0.00%	\$592.35
1	Environmental Fee	\$75.03	0.00%	\$75.03

Quote

*Note: Any estimated amounts are ONLY estimates and do not reflect contract updates once On-Rent.

Subtotal	\$5,016.38
Sales Tax (0.00%)	\$0.00
Estimated Total	\$5,016.38

Shifts

Single shift = up to 8 hours; rates multiplied by 1
Double shift = 8 - 16 hours; rates multiplied by 1.5
Triple shift = 16 - 24 hours; rates multiplied by 2

Rental History

Thu 03/06/2025 03:13 pm CST

Rental #2587483 (Draft)

No rental activity is available for this contract.

Joel M Behr
Signature

3/12/25
Date

Victoria, TX - Core Solutions
1809 John Stockbauer Dr
Victoria, TX 77901

3613335660
vic.service@equipmentsshare.com

Rental Order Confirmation



BILL TO **Lynette Adame, Calhoun County Precinct 3**
24627 State Highway 172
Port Lavaca, TX 77979

ORDER # 4947597
PO #
SALES REP Justin Boyd
ORDERED BY Lynette Adame, Calhoun County Precinct 3
3618935346
24627 State Highway 172
Port Lavaca, TX 77979

Rentals

Qty	Rental #	Cat-Class	Equipment	Hour	Day	Week	4-Week	Estimated Amount*
1	2587396	Ride-On Single Drum Roller, 10 - 12 Ton, 84" Width	DYNAPAC CA2500D 484900 SN: 10000167VRA040476	-	\$628.00	\$1,727.00	\$3,822.00	\$3,822.00
Start Date				Mon 03/17/2025 08:00 am CDT		Job Site		
Est. End Date				Mon 04/14/2025 08:00 am CDT		Calhoun County Precinct 3 24627 State Highway 172 Port Lavaca, TX 77979		
Hours Out				-				
Hours In				-		Dropoff Charge		
Shift				Single		\$200.00		
						Return Charge		
						\$200.00		

Sales/Misc Items

Qty	Description	Unit Price	Sales Tax	Estimated Amount*
1	Rental Protection Plan	\$573.30	0.00%	\$573.30
1	Environmental Fee	\$72.62	0.00%	\$72.62

Quote

*Note: Any estimated amounts are ONLY estimates and do not reflect contract updates once On-Rent.

Subtotal	\$4,867.92
Sales Tax (0.00%)	\$0.00
Estimated Total	\$4,867.92

Shifts

Single shift = up to 8 hours; rates multiplied by 1
Double shift = 8 - 16 hours; rates multiplied by 1.5
Triple shift = 16 - 24 hours; rates multiplied by 2

Rental History

Thu 03/06/2025 03:22 pm CST

Rental #2587396 (Draft)

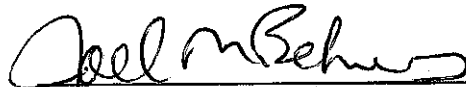
Asset ID	Make/Model	Serial	Date Assigned	Status	Hours In	Hours Out

484900 DYNAPAC CA2500D

10000167VRA040476

03/17/2025

Pending
Exchange


Signature


Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1280195

Date Filed:
03/11/2025

Date Acknowledged:
3/12/25

DRV

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

Equipment Share
Victoria, TX United States

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

Calhoun County Pct.3

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.

12345678
Rental Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Equipment Share	Victoria, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Justin Boyd - Equipment Share and my date of birth is 6-1-11

My address is [REDACTED] 45
(street) (city) (state) (zip code) (country)

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

Executed in Calhoun County, State of TX, on the 11 day of March, 20 25
(month) (year)

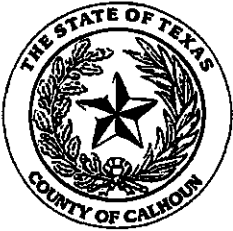
Justin Boyd
Signature of authorized agent of contracting business entity
(Declarant)

24

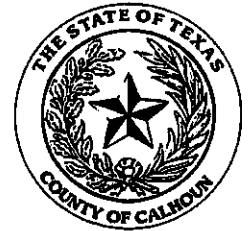
24. Consider and take necessary action to authorize Kathy Pullin, sponsor of "Give Domestic Violence the Boot", to use King Fisher Beach Pavilion September 26 - 27, 2025 for the annual fundraiser benefiting Calhoun County Harbor Children's Alliance. (GDR)

Commissioner Reese explained the insurance would be provided as the event approaches.

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



March 6, 2025

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

RE: AGENDA ITEM

Dear Judge Lyssy:

Please place the following item on the Commissioners' Court Agenda for March 12, 2025.

- Consider and take necessary action to authorize Kathy Pullin, sponsor of "Give Domestic Violence the Boot", to use King Fisher Beach Pavilion September 26 – 27, 2025 for the annual fundraiser benefiting Calhoun County Harbor Children's Alliance.

Sincerely,

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

Gary D. Reese

GDR/at

April Townsend

From: pullinpremiumbbq@gmail.com (Kathy Pullin) <pullinpremiumbbq@gmail.com>
Sent: Friday, February 28, 2025 2:09 PM
To: Nancy Pomykal; April Townsend
Subject: GDVTB

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

The date is going to stay the same Sept 27th, front beach. We will be doing a cookoff, dinner and dance once again.

Let's go ahead and get the go ahead from commissioners court.

What other information do you need.

25

25. Consider and take necessary action on issuing a variance for the Port O'Connor Library located at 506 W Main St., to have an addition built to the elevation of the current Library and have the Commissioners court sign document. (VLL)

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

Calhoun County Emergency Management

211 South Ann Street, Suite 301

Port Lavaca, TX 77979-4249

Phone: 361-553-4400/Fax: 361-553-4444

e-mail: ladonna.thigpen@calhouncotx.org

March 6, 2025

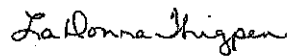
Commissioner's Court

RE: Agenda Item

Please place the following request on the Commissioners' Court agenda for March 12, 2025.

"Consider and take necessary action on issuing a variance for the Port O'Connor Library located at 506 W Main St., to have an addition built to the elevation of the current Library and have the Commissioners court sign document."

Thank you,



LaDonna Thigpen

VARIANCE REQUEST TO THE FLOODPLAIN MANAGEMENT REGULATIONS OF CALHOUN COUNTY, TEXAS

Date: 3-12-25

Name: Port O'Connor Public Library

Address: 506 W. Main St.

Port O'Connor, TX

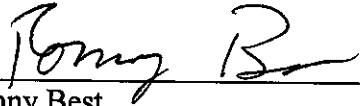
Reason for variance request: Original Permit was issued on 10-9-17 and contractor failed to elevate the building to the required 7 feet mean sea level. The Library is adding an addition and would like to keep the building at the same level. The building is approximately 6 inches below the required 7 feet mean sea level. The other structures in this area are mostly built close to ground level so there would be no adverse affects to existing structures and there would be no danger to life or property if this variance is approved.

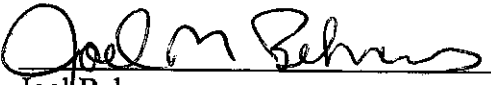
Flood zone property is located in: AE (el 7) Base flood elevation of 7'

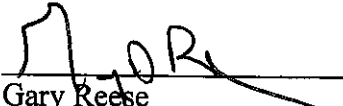
Approximate elevation of property: 6.7 feet


Vern L. Lyssy, County Judge


David Hall
Calhoun County Commissioner, Pct. 1


Ronny Best
Calhoun County Commissioner, Pct. 2


Joel Behrens
Calhoun County Commissioner, Pct. 3


Gary Reese
Calhoun County Commissioner, Pct. 4

Attest: Anna Goodman, County Clerk


By: Deputy Clerk



26

26. Consider and take necessary action to move funds from 2024 budget to 2025 budget for items that were ordered in October of 2024 in the amount of \$14,801.26. (VLL)

- a) Sirchie order \$177.66 Received on 1/13/2025
- b) Motorola Portable Radio \$7300.56 Received on 2/26/25
- c) Motorola Mobile Radio \$7323.04 Not received as of today

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald Best, Commissioner Pct 2
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: VERN LYSSY, COUNTY JUDGE

SUBJECT: ACCEPT DONATION TO SHERIFF'S OFFICE

DATE: MARCH 12, 2025

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

AGENDA FOR MARCH 12, 2025

* Consider and take necessary action to move funds from 2024 budget to 2025 budget for items that were ordered in October of 2024 in the amount of \$14,801.26.

Sirchie order \$177.66 Received on 1/13/2025

Motorola Portable Radio \$7300.56 Received on 2/26/25

Motorola Mobile Radio \$7323.04 Not received as of today

Total \$14,801.26

Sincerely,

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

Bobbie Vickery
Calhoun County Sheriff

27

27. Accept Reports from the following County Offices:

- a) Justice of the Peace Pct 1 – February, 2025
- b) Justice of the Peace Pct 2 – February, 2025
- c) Justice of the Peace Pct 5 – February, 2025
- d) Floodplain Administration –February, 2025
- e) Sheriff Department – February, 2025

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

Debbie

ENTER COURT NAME: ENTER MONTH OF REPORT ENTER YEAR OF REPORT		JUSTICE OF PEACE NO. 1 FEBRUARY 2025	
CODE	AMOUNT		
CASH BONDS	0.00	REVISED 02/02/2022	
ADMINISTRATION FEE - ADMF	110.00		
BREATH ALCOHOL TESTING - BAT	0.00		
CONSOLIDATED COURT COSTS - CCC	160.00		
STATE CONSOLIDATED COURT COST- 2020	4,213.70		
LOCAL CONSOLIDATED COURT COST- 2020	951.50		
COURTHOUSE SECURITY - CHS	16.00		
CJP	0.00		
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR	0.20		
CORRECTIONAL MANAGEMENT INSTITUTE - CMI	0.00		
CR	0.00		
CHILD SAFETY - CS	0.00		
CHILD SEATBELT FEE - CSBF	0.00		
CRIME VICTIMS COMPENSATION - CVC	0.00		
DPSC/FAILURE TO APPEAR - OMNI - DPSC	120.11		
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020	250.00		
ELECTRONIC FILING FEE - EEF	0.00		
FUGITIVE APPREHENSION - FA	0.00		
GENERAL REVENUE - GR	0.00		
CRIM - IND LEGAL SVCS SUPPORT - IDF	8.00		
JUVENILE CRIME & DELINQUENCY - JCD	0.00		
JUVENILE CASE MANAGER FUND - JCMF	15.26		
JUSTICE COURT PERSONNEL TRAINING - JCPT	0.00		
JUROR SERVICE FEE - JSF	16.00		
LOCAL ARREST FEES - LAF	193.91		
LEMI	0.00		
LEOA	0.00		
LEOC	0.00		
OCL	0.00		
PARKS & WILDLIFE ARREST FEES - PWAF	63.17		
STATE ARREST FEES - SAF	97.73		
SCHOOL CROSSING/CHILD SAFETY FEE - SCF	0.00		
SUBTITLE C - SUBC	30.00		
STATE TRAFFIC FINES-EST 9.1.19- STF	891.85		
TABC ARREST FEES - TAF	0.00		
TECHNOLOGY FUND - TF	16.00		
TRAFFIC - TFC	3.00		
LOCAL TRAFFIC FINE- 2020	53.52		
TIME PAYMENT - TIME	25.00		
TIME PAYMENT REIMBURSEMENT FEE- 2020	397.89		
TRUANCY PREVENTION/DIVERSION FUND - TPDF	8.00		
LOCAL & STATE WARRANT FEES - WRNT	1,016.99		
COLLECTION SERVICE FEE-MVBA - CSRV	3,937.21		
DEFENSIVE DRIVING COURSE - DDC	20.00		
DEFERRED FEE - DFF	164.00		
DRIVING EXAM FEE- PROV DL	0.00		
FILING FEE - FFEE	0.00		
STATE CONSOLIDATED CIVIL FEE - 2022	189.00		
LOCAL CONSOLIDATED CIVIL FEE - 2022	297.00		
FILING FEE SMALL CLAIMS - FFSC	0.00		
JURY FEE - JF	0.00		
COPIES/CERTIFIED COPIES - CC	0.00		
INDIGENT FEE - CIFI or INDF	0.00		
JUDGE PAY RAISE FEE - JPAY	24.00		
SERVICE FEE - SFEE	225.00		
OUT-OF-COUNTY SERVICE FEE	0.00		
ELECTRONIC FILING FEE - EEF CV	0.00		
EXPUNGEMENT FEE - EXPG	0.00		
EXPIRED RENEWAL - EXPR	0.00		
ABSTRACT OF JUDGEMENT - AOJ	0.00		
ALL WRITS - WOP / WOE	0.00		
DPS FTA FINE - DPSF	2,674.88		
LOCAL FINES - FINE	8,189.38		
LICENSE & WEIGHT FEES - LWF	0.00		
PARKS & WILDLIFE FINES - PWF	2,930.00		
SEATBELT/UNRESTRAINED CHILD FINE - SEAT	254.15		
JUDICIAL & COURT PERSONNEL TRAINING-JCPT	0.00		
* OVERPAYMENT (OVER \$10) - OVER	0.00		
* OVERPAYMENT (\$10 AND LESS) - OVER	0.00		
RESTITUTION - REST	0.00		
PARKS & WILDLIFE-WATER SAFETY FINES-WSF	0.00		
MARINE SAFETY PARKS & WILDLIFE - MSO	0.00		
TOTAL ACTUAL MONEY RECEIVED			
TYPE:		AMOUNT	
TOTAL WARRANT FEES		1,016.99	
ENTER LOCAL WARRANT FEES		680.01	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO REPORT
STATE WARRANT FEES		336.98	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		0.00	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		0.00	
TREASURERS RECEIPTS FOR MONTH:		AMOUNT	
CASH, CHECKS, M.O.'s & CREDIT CARDS		527,572.55	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS		527,572.55	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

3/3/2025

COURT NAME: JUSTICE OF PEACE NO. 1
MONTH OF REPORT: FEBRUARY
YEAR OF REPORT: 2025

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45011	FINES	11,440.84
CR 1000-001-44190	SHERIFF'S FEES	1,272.22
ADMINISTRATIVE FEES:		
	DEFENSIVE DRIVING	20.00
	CHILD SAFETY	0.00
	TRAFFIC	56.52
	ADMINISTRATIVE FEES	524.00
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	600.52
CR 1000-001-44361	CONSTABLE FEES-SERVICE	225.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44061	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	397.89
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	127.07
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	3,937.21
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$18,000.75
CR 2670-001-44061	COURTHOUSE SECURITY FUND	\$345.03
CR 2720-001-44061	JUSTICE COURT SECURITY FUND	\$4.00
CR 2719-001-44061	JUSTICE COURT TECHNOLOGY FUND	\$287.86
CR 2699-001-44061	JUVENILE CASE MANAGER FUND	\$15.26
CR 2730-001-44061	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$339.82
CR 2669-001-44061	COUNTY JURY FUND	\$6.80
CR 2728-001-44061	JUSTICE COURT SUPPORT FUND	\$225.00
CR 2677-001-44061	COUNTY DISPUTE RESOLUTION FUND	\$45.00
CR 2725-001-44061	LANGUAGE ACCESS FUND	\$27.00
STATE ARREST FEES		
	DPS FEES	86.94
	P&W FEES	12.63
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	99.58
CR 7020-999-20740	CCC-GENERAL FUND	16.00
CR 7070-999-20610	CCC-STATE	144.00
DR 7070-999-10010		160.00
CR 7072-999-20610	STATE CCC- GENERAL FUND	421.37
CR 7072-999-20740	STATE CCC- STATE	3,792.33
DR 7072-999-10010		4,213.70
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	35.68
CR 7860-999-20740	STF- EST 9/1/2019- STATE	856.27
DR 7860-999-10010		891.95

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

3/3/2025

COURT NAME: JUSTICE OF PEACE NO. 1
MONTH OF REPORT: FEBRUARY
YEAR OF REPORT: 2025

CR 7950-999-20610	TP-GENERAL FUND	12.50
CR 7950-999-20740	TP-STATE	12.50
DR 7950-999-10010		25.00

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

3/3/2025

COURT NAME: JUSTICE OF PEACE NO. 1
MONTH OF REPORT: FEBRUARY
YEAR OF REPORT: 2025

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	0.80
CR 7865-999-20740		CRIM-SUPP OF IND LEG SVCS-STATE	7.20
	DR 7865-999-10010		<u>8.00</u>
CR 7970-999-20610		TL/FTA-GENERAL FUND	40.04
CR 7970-999-20740		TL/FTA-STATE	80.07
	DR 7970-999-10010		<u>120.11</u>
CR 7505-999-20610		JPAY - GENERAL FUND	2.40
CR 7505-999-20740		JPAY - STATE	21.60
	DR 7505-999-10010		<u>24.00</u>
CR 7857-999-20610		JURY REIMB. FUND- GEN. FUND	1.60
CR 7857-999-20740		JURY REIMB. FUND- STATE	14.40
	DR 7857-999-10010		<u>16.00</u>
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		<u>0.20</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	4.00
7998-999-20701		JUVENILE CASE MANAGER FUND	4.00
	DR 7998-999-10010		<u>8.00</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	189.00
			<u>189.00</u>

TOTAL (Distrib Req to Oper Acct) \$25,082.05

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	2,490.50	
WATER SAFETY FINES	0.00	
		<u>0.00</u>

TOTAL DUE TO OTHERS \$2,490.50

TOTAL COLLECTED-ALL FUNDS \$27,572.55

LESS: TOTAL TREASUER'S RECEIPTS \$27,572.55

OVER/(SHORT) \$0.00

REVISED 02/02/2022



**CALHOUN
COUNTY**
201 West Austin

**DISTRIBUTION
REQUEST**

DR# 450 A 45719

PAYEE

Name: Calhoun County Oper. Acct.

Address:

City:

State:

Zip:

Phone:

PAYOR

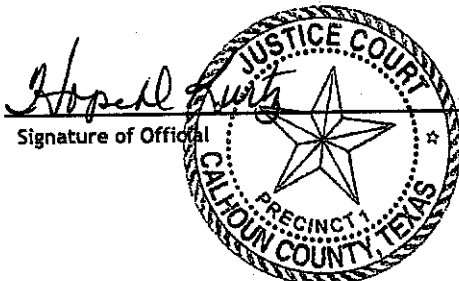
Official:

Hope Kurtz

Title:

Justice of the Peace, Pct. 1

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
7541-999-20759-999	JP1 Monthly Collections - Distribution	\$25,082.05
	FEBRUARY	
	2025	
V# 967		
TOTAL		25,082.05



Signature of Official

March 3, 2025

Date

ENTER COURT NAME:		JUSTICE OF PEACE NO. 2	
ENTER MONTH OF REPORT		FEBRUARY	
ENTER YEAR OF REPORT		2025	
	CODE	AMOUNT	
CASH BONDS		0.00	
ADMINISTRATION FEE - ADMF		0.00	
BREATH ALCOHOL TESTING - BAT		0.00	
CONSOLIDATED COURT COSTS - CCC		256.60	
STATE CONSOLIDATED COURT COST- 2020		577.55	
LOCAL CONSOLIDATED COURT COST- 2020		130.42	
COURTHOUSE SECURITY - CHS		25.66	
CJP		0.00	
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR		0.11	
CORRECTIONAL MANAGEMENT INSTITUTE - CMI		0.00	
CR		0.00	
CHILD SAFETY - CS		0.00	
CHILD SEATBELT FEE - CSBF		0.00	
CRIME VICTIMS COMPENSATION - CVC		0.00	
DPSC/FAILURE TO APPEAR - OMNI - DPSC		367.66	
ADMINISTRATION FEE FTA/FTP (aka OMNI)- 2020		45.00	
ELECTRONIC FILING FEE - EEF		0.00	
FUGITIVE APPREHENSION - FA		0.00	
GENERAL REVENUE - GR		0.00	
CRIM - IND LEGAL SVCS SUPPORT - IDF		12.82	
JUVENILE CRIME & DELINQUENCY - JCD		0.00	
JUVENILE CASE MANAGER FUND - JCMF		17.26	
JUSTICE COURT PERSONNEL TRAINING - JCPT		0.00	
JUROR SERVICE FEE - JSF		25.66	
LOCAL ARREST FEES - LAF		31.56	
LEMI		0.00	
LEOA		0.00	
LEOC		0.00	
OCL		0.00	
PARKS & WILDLIFE ARREST FEES - PWAF		0.00	
STATE ARREST FEES - SAF		35.46	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF		0.00	
SUBTITLE C - SUBC		60.00	
STATE TRAFFIC FINES-EST 9.1.19- STF		401.46	
TABC ARREST FEES - TAF		0.00	
TECHNOLOGY FUND - TF		25.66	
TRAFFIC - TFC		2,800.47	
LOCAL TRAFFIC FINE- 2020		24.10	
TIME PAYMENT - TIME		50.00	
TIME PAYMENT REIMBURSEMENT FEE- 2020		54.07	
TRUANCY PREVENTION/DIVERSION FUND - TPDF		10.18	
LOCAL & STATE WARRANT FEES - WRNT		704.61	
COLLECTION SERVICE FEE-MVBA - CSRV		1,228.74	
DEFENSIVE DRIVING COURSE - DDC		10.00	
DEFERRED FEE - DFF		0.00	
DRIVING EXAM FEE- PROV DL		0.00	
FILING FEE - FFEE		0.00	
STATE CONSOLIDATED CIVIL FEE - 2022		336.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022		528.00	
FILING FEE SMALL CLAIMS - FFSC		0.00	
JURY FEE - JF		0.00	
COPIES/CERTIFIED COPIES - CC		0.00	
INDIGENT FEE - CIFF or INDF		0.00	
JUDGE PAY RAISE FEE - JPAY		36.48	
SERVICE FEE - SFEE		300.00	
OUT-OF-COUNTY SERVICE FEE		0.00	
ELECTRONIC FILING FEE - EEF CV		0.00	
EXPUNGEMENT FEE - EXPG		0.00	
EXPIRED RENEWAL - EXPR		0.00	
ABSTRACT OF JUDGEMENT - AOJ		0.00	
ALL WRITS - WOP /WOE		0.00	
DPS FTA FINE - DPSF		0.00	
LOCAL FINES - FINE		0.00	
LICENSE & WEIGHT FEES - LWF		0.00	
PARKS & WILDLIFE FINES - PWF		0.00	
SEATBELT/UNRESTRAINED CHILD FINE - SEAT		0.00	
JUDICIAL & COURT PERSONNEL TRAINING-JCPT		0.00	
* OVERPAYMENT (OVER \$10) - OVER		0.00	
* OVERPAYMENT (\$10 AND LESS) - OVER		0.00	
RESTITUTION - REST		0.00	
PARKS & WILDLIFE-WATER SAFETY FINES-WSF		0.00	
MARINE SAFETY PARKS & WILDLIFE - MSO		0.00	
TOTAL ACTUAL MONEY RECEIVED		\$8,127.55	

TYPE:	AMOUNT	
TOTAL WARRANT FEES	704.61	
ENTER LOCAL WARRANT FEES	450.00	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES	\$254.61	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	0.00	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	\$0.00	

TREASURERS RECEIPTS FOR MONTH:	AMOUNT	
CASH, CHECKS, M.O.s & CREDIT CARDS	\$8,127.55	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	\$8,127.55	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

3/3/2025

COURT NAME: JUSTICE OF PEACE NO. 2
MONTH OF REPORT: FEBRUARY
YEAR OF REPORT: 2025

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45012	FINES	0.00
CR 1000-001-44190	SHERIFF'S FEES	713.64
ADMINISTRATIVE FEES:		
	DEFENSIVE DRIVING	10.00
	CHILD SAFETY	0.00
	TRAFFIC	2,824.57
	ADMINISTRATIVE FEES	45.00
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	2,879.57
CR 1000-001-44362	CONSTABLE FEES-SERVICE	300.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44062	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	54.07
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	1,228.74
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$5,176.02
CR 2670-001-44062	COURTHOUSE SECURITY FUND	\$64.89
CR 2720-001-44062	JUSTICE COURT SECURITY FUND	\$6.42
CR 2719-001-44062	JUSTICE COURT TECHNOLOGY FUND	\$62.92
CR 2699-001-44062	JUVENILE CASE MANAGER FUND	\$17.26
CR 2730-001-44062	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$46.58
CR 2669-001-44062	COUNTY JURY FUND	\$0.93
CR 2728-001-44062	JUSTICE COURT SUPPORT FUND	\$400.00
CR 2677-001-44062	COUNTY DISPUTE RESOLUTION FUND	\$80.00
CR 2725-001-44062	LANGUAGE ACCESS FUND	\$48.00
STATE ARREST FEES		
	DPS FEES	58.01
	P&W FEES	0.00
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	58.01
CR 7020-999-20740	CCC-GENERAL FUND	25.66
CR 7070-999-20610	CCC-STATE	230.94
DR 7070-999-10010		256.60
CR 7072-999-20610	STATE CCC- GENERAL FUND	57.75
CR 7072-999-20740	STATE CCC- STATE	519.80
DR 7072-999-10010		577.55
CR 7860-999-20610	STF/SUBC-GENERAL FUND	3.00
CR 7860-999-20740	STF/SUBC-STATE	57.00
DR 7860-999-10010		60.00
CR 7860-999-20610	STF- EST 9/1/2019- GENERAL FUND	16.06
CR 7860-999-20740	STF- EST 9/1/2019- STATE	385.40
DR 7860-999-10010		401.46

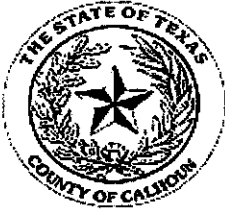
MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

3/3/2025

COURT NAME: JUSTICE OF PEACE NO. 2
MONTH OF REPORT: FEBRUARY
YEAR OF REPORT: 2025

CR 7950-999-20610	TP-GENERAL FUND	25.00
CR 7950-999-20740	TP-STATE	25.00
DR 7950-999-10010		50.00
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	1.28
CR 7865-999-20740	CRIM-SUPP OF IND LEG SVCS-STATE	11.54
DR 7865-999-10010		12.82
CR 7970-999-20610	TL/FTA-GENERAL FUND	132.55
CR 7970-999-20740	TL/FTA-STATE	265.11
DR 7970-999-10010		397.66
CR 7505-999-20610	JPAY - GENERAL FUND	3.85
CR 7505-999-20740	JPAY - STATE	34.63
DR 7505-999-10010		38.48
CR 7857-999-20610	JURY REIMB. FUND- GEN. FUND	2.57
CR 7857-999-20740	JURY REIMB. FUND- STATE	23.09
DR 7857-999-10010		25.66
CR 7856-999-20610	CIVIL JUSTICE DATA REPOS.- GEN FUND	0.01
CR 7856-999-20740	CIVIL JUSTICE DATA REPOS.- STATE	0.10
DR 7856-999-10010		0.11
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	5.09
7998-999-20701	JUVENILE CASE MANAGER FUND	5.09
DR 7998-999-10010		10.18
7403-999-22889	ELECTRONIC FILING FEE - CV STATE	0.00
DR 7403-999-22889		0.00
7858-999-20740	STATE CONSOLIDATED CIVIL FEE	336.00
		336.00
TOTAL (Distrib Req to Oper Acct)		\$8,127.55
DUE TO OTHERS (Distrib Req Attchd)		
CALHOUN COUNTY ISD	0.00	
DA - RESTITUTION	0.00	
REFUND OF OVERPAYMENTS	0.00	
OUT-OF-COUNTY SERVICE FE	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		\$8,127.55
LESS: TOTAL TREASUER'S RECEIPTS		\$8,127.55
OVER/(SHORT)		\$0.00

0



**CALHOUN
COUNTY**
201 West Austin

**DISTRIBUTION
REQUEST**

DR# 450 A 45719

PAYEE

Name: Calhoun County Oper. Acct.

Address:

City:

State:

Zip:

Phone:

PAYOR

Official:

Thomas Dio

Title:

Justice of the Peace, Pct. 2

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
7542-999-20759-999	JP2 Monthly Collections - Distribution	\$8,127.55
	FEBRUARY	
	2025	
V# 967		
TOTAL		8,127.55

Signature of Official

Date

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
 NANCY PONTYKAL, CALHOUN COUNTY JUSTICE OF THE PEACE PCT 5 - RAN ON 03/01/2025 AT 08:31am
 ALL CASE TYPES
 02/01/2025 THRU 02/28/2025
 SELECTED BY BUSINESS DATE

GL#	GL#	TOTAL	MONEY	CREDIT	MON/CREC	NON-MONEY	RETAINED	DISBURSED
CRIMINAL DISTRIBUTIONS								
CCC 01/01/20 thru present	NO GL CODE	1412.35	24.62	1325.73	1350.35	52.00	135.03	1215.32
CCC 01/01/04 - 12/31/19	NO GL CODE	60.70	0.00	40.00	40.00	20.70	4.00	36.00
FINE	NO GL CODE	2329.44	124.00	2041.54	2165.54	163.90	2165.54	0.00
PARKS & WILDLIFE ARREST F	NO GL CODE	25.00	0.00	25.00	25.00	0.00	20.00	5.00
DPS ARREST FEE	NO GL CODE	71.91	0.00	66.91	66.91	5.00	53.53	13.38
WARRANT FEE	NO GL CODE	295.73	19.86	200.00	219.86	75.87	219.86	0.00
COURTHOUSE SECURITY	NO GL CODE	4.55	0.00	3.00	3.00	1.55	3.00	0.00
SHERIFF'S ARREST FEE	NO GL CODE	24.58	1.99	20.00	21.99	2.59	21.99	0.00
TECHNOLOGY FUND	NO GL CODE	6.07	0.00	4.00	4.00	2.07	4.00	0.00
PARKS & WILDLIFE FINE	NO GL CODE	601.00	0.00	601.00	601.00	0.00	90.15	510.85
(JRF) JUROR SERVICE FUND	NO GL CODE	6.07	0.00	4.00	4.00	2.07	0.40	3.60
COLLECTION SERVICES FEE	NO GL CODE	627.41	52.50	444.41	496.91	130.50	496.91	0.00
JUSTICE COURT SECURITY FU	NO GL CODE	1.52	0.00	1.00	1.00	0.52	1.00	0.00
(JS) JUDGE PAY RAISE FEE	NO GL CODE	9.10	0.00	6.00	6.00	3.10	0.60	5.40
INDIGENT DEFENSE FUND	NO GL CODE	3.04	0.00	2.00	2.00	1.04	0.20	1.80
MOVING VIOLATION FEE	NO GL CODE	0.05	0.00	0.00	0.00	0.05	0.00	0.00
JUVENILE CASE MANAGER FEE	NO GL CODE	10.00	0.00	5.00	5.00	5.00	5.00	0.00
DRIVER SAFETY COURSE	NO GL CODE	30.00	0.00	30.00	30.00	0.00	30.00	0.00
TRUANCY PREVENTION & DIVE	NO GL CODE	3.04	0.00	2.00	2.00	1.04	0.00	2.00
DPS OMNI FEE - COUNTY	NO GL CODE	4.00	0.00	4.00	4.00	0.00	4.00	0.00
DPS OMNI FEE - DPS	NO GL CODE	20.00	0.00	20.00	20.00	0.00	0.00	20.00
DPS OMNI FEE - OMNIBASE	NO GL CODE	6.00	0.00	6.00	6.00	0.00	0.00	6.00
STATE TRAFFIC FINE (EFF.	NO GL CODE	486.93	0.00	436.93	436.93	50.00	17.48	419.45
COMPLIANCE DISMISSAL FINE	NO GL CODE	20.00	0.00	20.00	20.00	0.00	20.00	0.00
LOCAL CONSOLIDATED COURT	NO GL CODE	318.92	5.56	299.36	304.92	14.00	304.92	0.00
LOCAL TRAFFIC FINE (EFF.	NO GL CODE	29.22	0.00	26.22	26.22	3.00	26.22	0.00
OMNI REIMBURSEMENT FEE (E	NO GL CODE	43.97	3.97	30.00	33.97	10.00	13.59	20.38
DEFERRED FINE	NO GL CODE	86.00	0.00	86.00	86.00	0.00	86.00	0.00
TIME PAYMENT REIMBURSEMEN	NO GL CODE	45.00	15.00	15.00	30.00	15.00	30.00	0.00
		6581.60	247.50	5765.10	6012.60	569.00	3753.42	2259.18

SUMMARY BREAKDOWN

Credit Card	5765.10	
Cash	247.50	
Time Served	569.00	
TOTAL MONETARY	6012.60	247.50
TOTAL NON-MONETARY	569.00	
TOTAL AMOUNT	6581.60	
		LESS CREDIT CARD

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)
NANCY POMYKAL, CALHOUN COUNTY JUSTICE OF THE PEACE PCT 5 - RAN ON 03/01/2025 AT 08:31am

ALL USERS

ALL CASE TYPES

02/01/2025 THRU 02/28/2025

SELECTED BY BUSINESS DATE

RECEIPT NO. 378435 TO 378469

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

NANCY POMYKAL, CALHOUN COUNTY JUSTICE OF THE PEACE PCT 5 - RAN ON 03/01/2025 AT 08:31am

ALL USERS

ALL CASE TYPES

02/01/2025 THRU 02/28/2025

SELECTED BY BUSINESS DATE

378435	2024-0713	02/03/2025	SAF FINE	5.00 13.37	CCC	62.00	STF1	5.31	LTFC	0.32	LCCC	14.00	100.00
GONZALES,CLAUDIO JR Credit Card													
378436	2024-0371	02/04/2025	LAF	5.00	CCC	62.00	LCCC	14.00	FINE	104.00	CSRV	55.50	240.50
PEREZ,EDUARDO PLATA Credit Card													
378437	2024-0681	02/04/2025	SAF	5.00	CCC	62.00	LCCC	14.00	FINE	104.00		185.00	
PERLA,OSCAR O Credit Card													
378438	2024-0629	02/04/2025	FINE	87.50									
BLEVINS,BROCK Credit Card													
378439	2024-0629	02/04/2025	FINE	15.00									
BLEVINS,BROCK Credit Card													
378440	2024-0575	02/04/2025	SAF FINE	5.00 46.00	CCC	62.00	STF1	50.00	LTFC	3.00	LCCC	14.00	180.00
DALRYMPLE,PHILIP ANDREW Credit Card													
378441	2025-0005	02/04/2025	PWAF	5.00	CCC	62.00	LCCC	14.00	PMF	19.00		100.00	
DUNCAN ,NATHANIEL WADE Credit Card													
378442	2024-0669	02/05/2025	CPID	20.00									
HYDEN,BRIAN KEITH Credit Card													
378443	2023-0313	02/05/2025	LAF CSRV	1.99 52.50	CCC OMNR	24.62 3.97	LCCC TRPF	5.56 15.00	FINE	104.00	WRNT	19.86	227.50
HERNANDEZ, JESSI RAE Cash													
378444	2024-0595	02/07/2025	FINE	116.00									
MU, YAKO KLE KWE Credit Card													
378445	2024-0700	02/07/2025	SAF	1.91	CCC	23.73	LCCC	5.36	FINE	19.00		50.00	

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

NANCY POMYKAL, CALHOUN COUNTY JUSTICE OF THE PEACE PCT 5 - RAN ON 03/01/2025 AT 08:31am

ALL USERS

ALL CASE TYPES

02/01/2025 THRU 02/28/2025

SELECTED BY BUSINESS DATE

CARRILLO, JOSE SALOMON

Credit Card

378446 2024-0559 02/07/2025 FINE 100.00 100.00

SCHNITZ, CHARLES ALLEN

Credit Card

378447 2025-0005 02/07/2025 PWF 200.00 200.00

DUNCAN, NATHANIEL WADE

Credit Card

378448 2025-0006 02/07/2025 PMAF 5.00 CCC 62.00 LCCC 14.00 PWF 219.00 300.00

WEINLAND, ESTELLE BEE

Credit Card

378449 1912-0438 02/07/2025 JSF 2.07 LAF 2.59 JPAY 3.10 CCC 20.70 IDF 1.04 249.00

SERVANTES, CHRISTIAN G

Time Served

1.04

1.04

15.00

320.00

378450 2024-0428 02/07/2025 SAF 5.00 CCC 62.00 STFF1 50.00 LTFC 3.00 LCCC 14.00

MONTALVO, NATHAN REY

Time Served

50.00

50.00

220.00

378451 2024-0726 02/10/2025 SAF 5.00 CCC 62.00 STFF1 50.00 LTFC 3.00 LCCC 14.00

CROSBY, JERRY WAYNE

Credit Card

378452 2024-0596 02/11/2025 STFF1 31.62 LTFC 1.90 FINE 123.97 CSRV 64.51 222.00

PACE, JOHN ARTHUR

Credit Card

378453 2024-0689 02/11/2025 SAF 5.00 CCC 62.00 STFF1 50.00 LTFC 3.00 LCCC 14.00 144.00

CLAY, SHELLIE NICOLE

Credit Card

378454 2025-0004 02/11/2025 PMAF 5.00 CCC 62.00 LCCC 14.00 PWF 19.00 100.00

DUNCAN, MARSHALL WADE

Credit Card

378455 2024-0619 02/18/2025 FINE 20.00 20.00

URBINA, SANTINO DIEGO

MONTHLY DISTRIBUTION BY CATEGORY BY GL CODE (DETAIL REPORT)

NANCY POMYKAL, CALHOUN COUNTY JUSTICE OF THE PEACE PCT 5 -- RAN ON 03/01/2025 AT 08:31am

ALL USERS

ALL CASE TYPES

02/01/2025 THRU 02/28/2025

SELECTED BY BUSINESS DATE

Cash

378456	2025-0021	02/19/2025	LAF	5.00	CCC	62.00	LCCC	14.00	FINE	304.00	385.00
	ROJAS CASTILLO, GILBERT ADOLFO										
	Credit Card										
378457	2025-0022	02/19/2025	LAF	5.00	CCC	62.00	LCCC	14.00	FINE	104.00	185.00
	ROJAS CASTILLO, GILBERT ADOLFO										
	Credit Card										
378458	2025-0017	02/20/2025	PHAF	5.00	CCC	62.00	LCCC	14.00	PNF	119.00	200.00
	OAKES, CAMERON JAMES										
	Credit Card										
378459	2025-0012	02/20/2025	SAF	5.00	CCC	62.00	STF1	50.00	LTFC	3.00	LCCC
	CERVANTES, LINDSEY ALICIA		FINE	126.00						14.00	260.00
	Credit Card										
378460	2024-0700	02/21/2025	FINE	35.00	TRPF	15.00		50.00			
	CARRILLO, JOSE SALOMON										
	Credit Card										
378461	2024-0673	02/24/2025	SAF	5.00	CCC	62.00	LCCC	14.00	FINE	139.70	OMNR
	STUCKEY, HALEY JADE		CSR	64.30	WRNT	50.00				10.00	345.00
	Credit Card										
378462	2024-0633	02/24/2025	SAF	5.00	CCC	62.00	LCCC	14.00	FINE	264.00	OMNR
	BERMEA, CHYANNE		CSR	121.50	WRNT	50.00				10.00	526.50
	Credit Card										
378463	2024-0632	02/24/2025	SAF	5.00	CCC	62.00	STF1	50.00	LTFC	3.00	LCCC
	BERMEA, CHYANNE		FINE	91.00	OMNR	10.00	CSR	85.50	WRNT	50.00	370.50
	Credit Card										
378464	2025-0009	02/25/2025	SAF	5.00	CCC	62.00	STF1	50.00	LTFC	3.00	LCCC
	MORENO-MUZQUIZ, MARIO		FINE	86.00						14.00	220.00
	Credit Card										
378465	2024-0590	02/26/2025	SAF	5.00	CCC	62.00	STF1	50.00	LTFC	3.00	LCCC
	GARCIA, SAMANTHA MONIQUE		DDC	10.00						14.00	144.00

Calhoun County Floodplain Administration

211 South Ann Street, Suite 301

Port Lavaca, TX 77979-4249

Phone: 361-553-4455/Fax: 361-553-4444

e-mail: kim.grall@calhouncotx.org

February 2025 Development Permits Report For Commissioners Court March 12th, 2025

New Homes - 5

Renovations/Additions - 1

Mobile Homes - 0

Boat Barns/Storage Buildings/Garages - 1

Commercial Buildings/RV Site -

Addition - 0

Fence - 0

Pool - 0

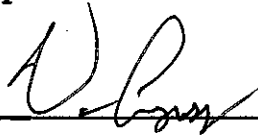
Drainage - 0

Pipeline - 0

Total Fees Collected: \$420.00

Receipt numbers: 920555, 920556, 920557, 920558, 920559,
920560 & 920561

County Judge



Date

3-12-2025

SHERIFF'S OFFICE MONTHLY REPORT

Feb-25

BAIL BOND FEE	\$	585.00
CIVIL FEE	\$	5,121.00
CASH BOND	\$	6,500.00
JP#1	\$	2,034.10
JP#2	\$	323.00
JP#3	\$	-
JP#4	\$	-
JP#5	\$	561.50
SEADRIFT MUN.		
PC MUN	\$	728.00
PROPERTY SALE		
PRE-INDITMENT		
TOTAL:	\$	15,852.60

28

28. Consider and take necessary action on budget adjustments. (VLL)

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, March 12, 2025

HEARING TYPE: REGULAR BUDGET YEAR: 2025

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY MANAGEMENT

DEPARTMENT NO: 630

AMENDMENT NO: 6997 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
53030	PHOTO COPIES/SUPPLIES	999	NO GRANT	\$0	\$0	\$2,000	\$0	(\$2,000)
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$0	\$200	\$200
66322	TRAINING-REGISTRATION FEES	999	NO GRANT	\$0	\$0	\$200	\$0	(\$200)
72350	EQUIPMENT-OFFICE	999	NO GRANT	\$0	\$0	\$0	\$2,000	\$2,000
AMENDMENT NO 6997 TOTAL				\$0	\$0	\$2,200	\$2,200	\$0

EMERGENCY MANAGEMENT TOTAL \$0 \$0 \$2,200 \$2,200 \$0

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #1

DEPARTMENT NO: 540

AMENDMENT NO: 6996 REQUESTOR: COMMISSIONER PRECINCT #1

AMENDMENT REASON: LINE ITEM ADJUSTMENT TO PAY BILLS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
60520	BUILDING REPAIRS	999	NO GRANT	\$0	\$0	\$14,500	\$0	(\$14,500)
70650	BUILDING	999	NO GRANT	\$0	\$0	\$0	\$14,500	\$14,500
AMENDMENT NO 6996 TOTAL				\$0	\$0	\$14,500	\$14,500	\$0
ROAD AND BRIDGE-PRECINCT #1 TOTAL				\$0	\$0	\$14,500	\$14,500	\$0
GENERAL FUND TOTAL				\$0	\$0	\$16,700	\$16,700	\$0
Grand Total				\$0	\$0	\$16,700	\$16,700	\$0

29

29. Approval of bills and payroll. (VLL)

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

County 2025

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

Adjourned 10:50am

March 12, 2025

APPROVAL LIST - 2025 BUDGET

COMMISSIONERS COURT MEETING OF

03/12/25

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 25

UNUM

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

GOMEZ, JORGE

WEHMEYER, PHILIP M

HOUSTON, TAQUANA

SERVANTES, MARGARET

CORTINAS, MONICA

VOYAGER

MARCH 2025 PREMIUMS

FEBRUARY 2025

RB3 - PURCHASE 2014 DUMP TRUCK V# 015988

EMS TRAINING BLDG- PURCHASE/INSTALL A/C UNIT

JUV PROB- TRAVEL REIMB

JUV PROB- TRAVEL REIMB

JUV PROB- TRAVEL REIMB

FUEL USAGE

\$953,481.50

P/R \$ 11,180.71

P/R \$ 202,962.24

A/P \$ 40,225.00

A/P \$ 35,300.00

A/P \$ 322.80

A/P \$ 322.80

A/P \$ 322.80

A/P \$ 19,412.17

TOTAL VENDOR DISBURSEMENTS:

\$ 1,263,530.02

PAYROLL ON MARCH 14, 2025

P/R \$ 402,981.81

TOTAL PAYROLL AMOUNT:

\$ 402,981.81

TOTAL AMOUNT FOR APPROVAL:

\$ 1,666,511.83

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	BOSART LOCK & KEY INC	486	129472	MAINT 2/13 CUT KEYS	9.00	
			53610	BOSART LOCK & KEY INC	486	129523	MAINT 2/27 (9) DUGGING KEYS, PAD LOCKS	282.65	
			53610	GULF COAST HARDWARE LLC	63196	196810	MAINT 2/25 GLUE TRAPS	19.98	
			53610	GULF COAST HARDWARE LLC	63196	196901	MAINT 2/27 CABINET PULLS, HARDWARE	4.39	
			53610	GULF COAST HARDWARE LLC	63196	196944	MAINT 2/28 BATTERIES	19.98	
			53610	THIRD COAST DISTRIBUTING, LLC	75930	040649	MAINT 1/29 BELTS, V-BELT	296.91	
			53610	THIRD COAST DISTRIBUTING, LLC	75930	040953	MAINT 2/3 (2) EXCTFIBLADE	32.98	
			53610	THIRD COAST DISTRIBUTING, LLC	75930	041149	MAINT 2/5 BELTS	58.55	
			53610	THIRD COAST DISTRIBUTING, LLC	75930	041303	MAINT 2/7 BELT	27.71	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2623807	MAINT 3/5 EMAIL STATEMENT CREDIT		5.00
			53640	GULF COAST PAPER CO INC	2619	2624397	MAINT 2/25 (3) FLAT PAD HOLDER	273.90	
		MISCELLANEOUS	63920	VCS SECURITY SYSTEMS, INC.	8244	278383	MAINT 2/26 LINERS, MOP HEAD, CLEANERS, FLR MAT	284.17	
			63920	VCS SECURITY SYSTEMS, INC.	8244	279382	MAINT 1/24 JAN 2025 ACCESS CNTRL @ BAUER	62.95	
		REPAIRS-COURTHOUSE AND JAIL	65454	VICTORIA FIRE & SAFETY	8204	146937	MAINT 2/25 FEB 2025 ACCESS CNTRL @ BAUER	62.95	
			65454	TOUNGATE WORTH HYDROCHEM	88670	31733	MAINT 2/14 FIRE EXT INSPECTION @ CH	731.40	
		REPAIRS-COURTHOUSE ANNEX II	65455	VICTORIA FIRE & SAFETY	8204	146938	MAINT 3/1 QTLY WATER TX & FILTER CHANGE @ CH/JAIL	300.00	
		BOOKS & PRINT MATL-LIBRARY	70550	BAKER & TAYLOR	403	5019364...	MAINT 2/14 FIRE EXT INSPECTION @ ANNEX II LIBRARY 2/17 (3) BOOKS	171.50	
								27.91	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
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							2,666.93	5.00
COMMISSIONERS COURT	230	INTERNET SERVICES	62955	SPARKLIGHT	9988	1128551...	COM CRT 3/1 ACT# 112855176 MAR 2025 INTERNET	1,353.28	
COMMISSIONERS COURT	Total 230							1,353.28	0.00
CONTINGENCIES	240	GROUP INSURANCE	51920	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	5.16	
CONTINGENCIES	Total 240							5.16	0.00
COUNTY AUDITOR	190	MACHINE MAINTENANCE	63500	DEWITT POTTH & SON LLC	3379	7842530	AUDITOR 2/14 COPIER COUNT 1/15-2/14	50.04	
COUNTY AUDITOR	Total 190							50.04	0.00
COUNTY CLERK	250	GENERAL OFFICE SUPPLIES	53020	VENTRACE INC.	26090	007718	CO CLK 2/24 REMOTE BIRTH PAPER	1,084.75	
		COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	38615842	CO CLK 2/20 COPIER/SCANNER LEASES	428.00	
COUNTY CLERK	Total 250							1,512.75	0.00
COUNTY COURT-AT-LAW	410	ADULT ASSIGNED-ATTORNEY FEES	60050	CLARK JERRY	9858	2025032.	CRT@LAW1 2/24 C# 2024-CR-0069-CC T. SMITH	275.00	
			60050	CLARK JERRY	9858	2025033.	CRT@LAW1 2/24 C# 2024-CR-0029-CC E. THUMANN	325.00	
COUNTY COURT-AT-LAW	Total 410							600.00	0.00
COUNTY TREASURER	210	MACHINE MAINTENANCE	63500	DEWITT POTTH & SON LLC	3379	7840500	TREAS 2/14 COPIER COUNT 1/13-2/13	43.64	
			63500	PITNEY BOWES GLOBAL FPN. SERV.	6268	3320416...	TREAS 2/27 POSTAGE METER LEASE 3/30-6/29	372.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
COUNTY TREASURER	Total 210								
DISTRICT ATTORNEY	510	GENERAL OFFICE SUPPLIES	53020	QUILL, LLC	6602	42788927	DA 2/10 PHONE CORD	415.64	0.00
			53020	QUILL, LLC	6602	42800066	DA 2/10 USB DRIVES	11.96	
			53020	AQUA BEVERAGE CO	89	192935	DA 2/5 WATER	31.99	
			53020	AQUA BEVERAGE CO	89	193440	DA 2/28 WATER COOLER RENTAL	26.50	
		PHOTO COPIES/SUPPLIES	53030	QUILL, LLC	6602	4279902	DA 2/10 PAPER	12.50	
		DUES	54020	TEXAS DIST & CO ATTORNEY ASSOC	7606	261325	DA 3/3 2025 ANNUAL DUES-L. JOHNSON	41.49	
		MACHINE MAINTENANCE	63500	DEWITT POTH & SON LLC	3379	7847260	DA 2/5 COPIER COUNT 1/10-2/3	75.00	
		BOOKS-LAW	70500	THOMSON REUTERS - WEST	8612	8516386...	DA 3/1 MAR 2025 LIBRARY PLAN CHGS	49.18	
								327.44	
DISTRICT ATTORNEY	Total 510							576.06	0.00
DISTRICT CLERK	420	PHOTO COPIES/SUPPLIES	53030	DEWITT POTH & SON LLC	3379	7849070	DIST CLK 2/20 COPIER COUNT 1/17-2/17	52.30	
DISTRICT CLERK	Total 420							52.30	0.00
DISTRICT COURT	430	ADULT ASSIGNED-ATTORNEY FEES	60050	DISHER DAVID A	1398	2025049	DIST CRT 2/26 C# 2024-CR-8947-DC, C# 24-PF-0008-DC SANDOVAL	1,050.00	
			60050	HINDS RICHARD ORRIN	30830	2025050	DIST CRT 2/27 C# 2024-CR-9037-DC B. HINOJOSA	450.00	
			60050	L CHRIS ILES PC	8844	2025051	DIST CRT 2/27 C# 2024-CR-9015-DC L. TREVINO	1,890.00	
			60050	L CHRIS ILES PC	8844	2025052	DIST CRT 2/27 C# 2023-CR-8890-DC Z. PAUL	1,320.00	
DISTRICT COURT	Total 430							4,710.00	0.00
ELECTIONS	270	ELECTION SUPPLIES	53361	ELECTION SYSTEMS & SOFTWARE	1810	CD2115...	ELEC 2/24 VOTING KITS	434.35	
		COPY MACHINE LEASE	61340	DEWITT POTH & SON LLC	3379	7848890	ELEC 2/20 COPIER COUNT 1/10-2/18	5.12	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ELECTIONS	Total 270								
EMERGENCY COMMUNICATION DIVISION	635	UNIFORMS	53995	OUTBURST ADVERTISING LLC	3698	32473	EMER COM 2/28 UNIFORM EMBROIDERY	439.47	0.00
		COPIER RENTALS	61310	DEWITT POT & SON LLC	3379	7852680	EMER COM 2/24 COPIER COUNT 1/24-2/24	27.98	
EMERGENCY COMMUNICATION DIVISION	Total 635							765.68	0.00
EMERGENCY MANAGEMENT	630	PHOTO COPIES/SUPPLIES	53030	DEWITT POT & SON LLC	3379	7853590	EMER MGMT 2/25 COPIER COUNT 1/23-2/25	135.56	
		PROGRAM SUPPLIES	53310	MASCOM COMMUNICATIONS INC	29330	IVC0115...	EMER MGMT 2/21 KOOZIES	510.75	
		TRAINING-REGISTRATION FEES	66322	TEXAS DIVISION OF EMERGENCY	7048	76	EMER MGMT 2/21 CONF REG FEE	600.00	
EMERGENCY MANAGEMENT	Total 630								
EMERGENCY MEDICAL SERVICES	345	GENERAL OFFICE SUPPLIES	53020	DUDLEY ALYSHA A	1491	6646	EMS 2/24 BUSINESS CARDS- MAYNE	1,246.31	0.00
		SUPPLIES/OPERATING EXPENSES	53020	DRIESSEN WATER INC	6245	5043181	EMS CNTL 2/10 WATER	79.00	
			53980	BOUND TREE MEDICAL, LLC	412	85663445	EMS 2/14 PEDI SENSOR	37.20	
			53980	BOUND TREE MEDICAL, LLC	412	85671320	EMS 2/21 ELECTRODES, ETT INTRODUCER	929.99	
			53980	BOUND TREE MEDICAL, LLC	412	85672844	EMS 2/24 KETAMINE	243.70	
			53980	BOUND TREE MEDICAL, LLC	412	85672845	EMS CNTL 2/24 FENTANYL	192.66	
			53980	BOUND TREE MEDICAL, LLC	412	85672846	EMS STH 2/24 FENTANYL	339.09	
		DEPARTMENTAL REPAIRS	61710	GULF COAST HARDWARE LLC	63198	196752	EMS CNTL 2/22 ICE MACHINE REPAIRS	113.03	
			61710	GULF COAST HARDWARE LLC	63198	196753	EMS CNTL 2/22 ICE MACHINE REPAIRS	42.26	
								13.15	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
 1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
EMERGENCY MEDICAL SERVICES	Total 345							2,429.11	0.00
FIRE PROTECTION-OLIVIA/P. ALTO	650	UTILITIES	66600	LA WARD TELEPHONE EXC, INC.	4601	98664	OPA VFD 3/1 ACT# 101014 MAR 2025 PHONE	34.59	
FIRE PROTECTION-OLIVIA/P. ALTO			66600	LA WARD TELEPHONE EXC, INC.	4601	98668	OPA VFD 3/1 ACT# 101019 MAR 2025 INTERNET	50.45	
FIRE PROTECTION-OLIVIA/P. ALTO	Total 650							85.04	0.00
HUMAN RESOURCES	265	MISCELLANEOUS	63920	GREAT AMERICA FINANCIAL	2751	38664570	HR 2/27 COPIER LEASE 1/24- 2/23	127.05	
HUMAN RESOURCES	Total 265							127.05	0.00
INFORMATION TECHNOLOGY	275	TELEPHONE SERVICES	66192	AT&T MOBILITY	5209	3615539...	IT 2/19 ACT# 287289192983 PHONE 1/20- 2/19	121.51	
INFORMATION TECHNOLOGY	Total 275							121.51	0.00
JAIL OPERATIONS	180	JAIL MAINTENANCE/SUPPLIES	53420	CHARM-TEX INC	1177	0394605...	JAIL 2/20 FLOOR CLEANER	319.80	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	3129988	JAIL 3/3 INMATE GROCERIES	704.25	
		COPIER RENTALS	61310	DEWITT POTH & SON LLC	3379	7856080	JAIL 2/26 COPIER COUNT 1/17- 2/26	112.77	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
JAIL OPERATIONS	Total 180								
JUSTICE OF PEACE-PRECINCT #2	460	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	42807733	JP2 2/11 DISENPECTANT	106.19	
			53020	QUILL LLC	6602	42821623	JP2 2/11 INK, PENS, SHARPEIS, MIS SUP	251.16	
		POSTAGE	64790	PTINEY BOWES GLOBAL FIN. SERV.	6268	3320383...	JP2 2/19 POSTAGE METER RENTAL 01/10-4/9	82.20	
		SOFTWARE MAINTENANCE (ANNUAL)	65835	LOCAL GOVERNMENT SOLUTIONS, LP	3050	72789	JP2 2/25 PROF SVCS 02/2025-01/2026	4,080.00	
JUSTICE OF PEACE-PRECINCT #2	Total 460							4,519.55	0.00
JUSTICE OF PEACE-PRECINCT #1	450	SOFTWARE MAINTENANCE (ANNUAL)	65835	LOCAL GOVERNMENT SOLUTIONS, LP	3050	72788	JP1 2/25 PROF SVCS 02/2025-01/2026	4,080.00	
JUSTICE OF PEACE-PRECINCT #1	Total 450							4,080.00	0.00
JUSTICE OF PEACE-PRECINCT #3	470	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	42798730	JP3 2/10 PENS, EVELOPES, INK, TOILET PAPER	232.44	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619872...	JP3 2/25 ACT# 361-987-2919-082715-5 PHONE 2/25-3/24	359.21	
			66192	MCI COMM SERVICE	3181	5PR2989...	JP3 2/19 ACT# 5PR29898 LONG DISTANCE SVC	36.32	
		UTILITIES	66600	CITY OF POINT COMFORT	860	8000/0325	JP3 3/1 ACT# 8000 WATER 1/16-2/18	37.50	
			66600	SPARKLIGHT	9988	1036738...	JP3 3/1 ACT# 103673893 MAR 2025 INTERNET, LATE FEE	92.69	
JUSTICE OF PEACE-PRECINCT #3	Total 470							758.16	0.00
JUSTICE OF PEACE-PRECINCT #4	480	SOFTWARE MAINTENANCE (ANNUAL)	65835	LOCAL GOVERNMENT SOLUTIONS, LP	3050	72791	JP4 2/25 PROF SVCS 02/2025-01/2026	2,160.00	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
1000 - GENERAL FUND

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JUSTICE OF PEACE-PRECINCT #4	Total 480							2,435.44	0.00
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617857...	JP4 2/25 ACT# 361-785-7082-110398-5 PHONE 2/25- 3/24	275.44	
JUSTICE OF PEACE-PRECINCT #5	490	SOFTWARE MAINTENANCE (ANNUAL)	65835	LOCAL GOVERNMENT SOLUTIONS, LP	3050	72792	JP5 2/25 PROF SVCS 02/2025- 01/2026	4,080.00	
JUSTICE OF PEACE-PRECINCT #5	Total 490							4,080.00	0.00
JUVENILE COURT	500	JUVENILE DETENTION SERVICES	63110	36th JUDICIAL DISTRICT	3897	2025CA...	JUV CRT 2/19 JAN 2025 DETENTION SVCS	3,850.00	
JUVENILE COURT	Total 500							3,850.00	0.00
LIBRARY	140	PHOTO COPIES/SUPPLIES	53030	XEROX CORPORATION	9001	0231139...	PL LIBRARY 3/1 COPIER LEASE 1/21- 2/21	201.14	
			53030	XEROX CORPORATION	9001	0231139...	POC LIBRARY 3/1 COPIER LEASE 1/21- 2/21	60.87	
			53030	XEROX CORPORATION	9001	0231139...	SEA LIBRARY 3/1 COPIER LEASE 1/21- 2/21	81.67	
		FIRE & SECURITY SERVICES	62630	VCS SECURITY SYSTEMS, INC.	8244	278940	LIBRARY 2/25 FIRE MONITORING	25.00	
		MISCELLANEOUS	63920	CLAIBORNE MARGARET	EM...	PO0305...	LIBRARY 3/5 REIMB-POTTING SOIL, PLANTER	37.17	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619834...	POC LIBRARY 2/25 A# 361-983-4365- 010589-5 PHONE 2/25- 3/24	135.80	
		UTILITIES-MAIN LIBRARY	66610	REPUBLIC SERVICES #847	8897	0847001...	LIBRARY 2/26 ACT# 3-0847-0004635 MAR 2025 TRASH	40.64	
		UTILITIES-SEADRIFT LIBRARY	66622	CITY OF SEADRIFT	862	1253/0225	SEA LIBRARY 2/28 ACT# 1253 WATER	103.20	
		BOOKS & PRINT MATL-LIBRARY	70550	CENGAGE LEARNING, INC.	26020	86888829	LIBRARY 2/19 (3) BOOKS	83.22	
			70550	CENGAGE LEARNING, INC.	26020	86889012	LIBRARY 2/19 (3) BOOKS	74.22	

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			70550	CENGAGE LEARNING, INC.	26020	86889268	LIBRARY 2/19 (3) BOOKS	62.97	
			70550	CENGAGE LEARNING, INC.	26020	86889381	LIBRARY 2/19 (2) BOOKS	54.73	
			70550	CENGAGE LEARNING, INC.	26020	86889652	LIBRARY 2/19 (4) BOOKS	83.96	
			70550	CENGAGE LEARNING, INC.	26020	86900053	LIBRARY 2/20 (2) BOOKS	49.48	
			70550	CENGAGE LEARNING, INC.	26020	86900362	LIBRARY 2/20 (3) BOOKS	62.97	
			70550	BAKER & TAYLOR	403	5019348...	LIBRARY 2/13 (48) BOOKS	727.58	
			70550	BAKER & TAYLOR	403	5019348...	LIBRARY 2/13 (9) BOOKS	128.05	
			70550	BAKER & TAYLOR	403	5019348...	LIBRARY 2/13 BOOK	13.38	
			70550	BAKER & TAYLOR	403	5019364...	LIBRARY 2/17 (19) BOOKS	275.51	
			70550	BAKER & TAYLOR	403	5019364...	LIBRARY 2/17 BOOK	15.30	
			70550	BAKER & TAYLOR	403	5019364...	LIBRARY 2/17 (3) BOOKS	37.39	
			70550	BAKER & TAYLOR	403	5019372...	LIBRARY 2/19 (16) BOOKS	228.04	
			70550	BAKER & TAYLOR	403	5019372...	LIBRARY 2/19 (6) BOOKS	86.50	
			70550	BAKER & TAYLOR	403	5019372...	LIBRARY 2/19 (4) BOOKS	44.28	
		E-FORMAT/DIGITAL MATH-LIBRARY	71146	CREATIVE EMPIRE LLC	22300	INV0158...	LIBRARY 2/27 ANNUAL CONVO ENTERPRISE SUBS	1,344.00	
			71146	CREATIVE EMPIRE LLC	22300	INV0158...	LIBRARY 2/27 ANNUAL ASL SUBS	420.00	
			71146	CREATIVE EMPIRE LLC	22300	INV0158...	LIBRARY 2/27 ANNUAL LITTLE PIM SUBS	420.00	
LIBRARY	Total 140							4,897.07	0.00
MUSEUM	150	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	43021210	MUSEUM 2/25 TONER	113.39	
			53020	QUILL LLC	6602	43021608	MUSEUM 2/25 TONER, INK, HOLDER, STAPLES	557.40	
			53020	QUILL LLC	6602	43044050	MUSEUM 2/26 TONER	113.39	
		SUPPLIES-MISCELLANEOUS	53992	QUILL LLC	6602	43007512	MUSEUM 2/25 ICE MAKER/WATER DISPENSER	237.59	
			53992	QUILL LLC	6602	43021608	MUSEUM 2/25 PRINTER	549.00	
		TELEPHONE	66190	FRONTIER COMMUNICATIONS	2855	3615535...	MUSEUM 3/2 ACT#	134.31	
							361-553-5858- 122716-5		
							ALARM 3/2- 4/1		

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MUSEUM	Total 150							1,705.08	0.00
NO DEPARTMENT	999	COBRA PREMIUM COLLECTED IN ADVANCE	20501	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	1,081.54	
		ACCURED MISCELLANEOUS2	20537	MASA	5569	2039511...	CALCO 3/5 MARCH 2025 PREMIUMS	2,252.19	
		ACCURED INSURANCE-ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	57.16	
		ACCURED INSURANCE-UNIVERSAL LIFE	20562	TRUSTMARK	8169	03152025	CALCO 3/5 MARCH 2025 PREMIUMS	1,077.74	
		ACCURED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	7,472.85	
		ACCURED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	228,731.10	
		ACCURED INSURANCE-LIFE/LONG TERM CARE	20568	COMBINED INSURANCE, A CHUBB	542	PO0305...	CALCO 3/5 MAR 2025 PREMIUMS	371.88	
		ACCURED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	461.07	
		ACCURED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	1,138.36	
NO DEPARTMENT	Total 999							242,643.89	0.00
ROAD AND BRIDGE-PRECINCT #1	540	MACHINERY PARTS/SUPPLIES	53210	GULF COAST HARDWARE LLC	63191	196764	RB1 2/24 COOLANT	23.99	
		TOOLS	53595	GULF COAST HARDWARE LLC	63191	196900	RB1 2/27 WIRE BRUSH, HOLE SAW, SCRAPER	43.97	
		BUILDING SUPPLIES/PARTS	53610	GULF COAST HARDWARE LLC	63191	196801	RB1 2/25 MISC ELECTRICAL PARTS- SHOP	138.65	
			53610	GULF COAST HARDWARE LLC	63191	196900	RB1 2/27 FLASHING	26.99	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63191	196764	RB1 2/24 CHAIN SAW BLADE	21.59	
			53992	GULF COAST HARDWARE LLC	63191	196900	RB1 2/27 WINDSHIELD FLUID	4.59	

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ROAD AND BRIDGE-PRECINCT #1	550	MACHINERY PARTS/SUPPLIES	53995	CINTAS CORPORATION LOC. 083	958	4222450...	RB1 2/27 UNIFORMS	173.32	
			63920	DEWITT POTH & SON LLC	3379	7841780	RB1 2/14 COPIER COUNT 1/14-2/14	27.29	
			66600	UNDINE TEXAS LLC - GBRA (31)	80670	5700182...	RB1 2/28 ACT# 79031-5700182800 WATER 1/18-2/19	68.34	
			66614	UNDINE TEXAS LLC - GBRA (31)	80670	5700152...	RB1 2/28 ACT# 79031-5700152800 WATER 1/18-2/19	187.03	
			66614	UNDINE TEXAS LLC - GBRA (31)	80670	5700257...	RB1 2/28 ACT# 79031-5700257100 WATER 1/18-2/19	74.42	
	Total 540							790.18	0.00
ROAD AND BRIDGE-PRECINCT #2	550	MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/27 LUBE, AIR FILTER	91.37	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/27 LAMP, FUEL, TRANSF HOSE	71.24	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/29 FUEL FILTER	2.78	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/29 BATTERY	244.50	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/3 FLEX TUBING, CLAMP	42.37	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/3 CLAMP	0.20	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/4 CLAMP	34.98	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/5 BELTS	22.23	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/6 AIR FILTER	52.83	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/6 FUEL FILTER	17.84	

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			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/6 LUBE & FUEL SPIN-ON, FUEL/WATER SEPARATOR...	95.09	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/6 CREDIT ON RETURN- FUEL & AIR FILTERS		71.91
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/10 AIR FILTER	52.83	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/11 OIL & AIR FILTER	73.87	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/11 CREDIT ON RETURN OF AIR FILTER		61.39
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/11 OIL & AIR FILTER	67.02	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/12 ELEMENT, AIR FILTERS	112.78	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301121...	RB2 2/18 W/PER BLADE	43.00	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301121...	RB2 2/18 CREDIT ON EXCHANGE- XTRACLEAR		23.02
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301121...	RB2 2/18 AIR FILTER	55.33	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301121...	RB2 2/20 FLASHER, OIL	21.01	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301121...	RB2 2/20 CREDIT ON EXCHANGE- TRAILER CONNECTOR, TOGGLE		6.05
		SIGNS	53210	TRL-WHOLESALE COMPANY, INC.	7637	9301121...	RB2 2/24 EXH REP KT-1000 PLUS	12.95	
			53590	CUSTOM PRODUCTS CORPORATION	98590	INV23054	RB2 2/25 SIGNS	88.34	
		SUPPLIES-MISCELLANEOUS	53992	TRL-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 1/29 SEAFOM	9.74	
			53992	TRL-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/4 TAPE MEASURE	14.11	
			53992	TRL-WHOLESALE COMPANY, INC.	7637	9301120...	RB2 2/4 TAPE MEASURE	15.06	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4221383...	RB2 2/18 UNIFORMS	83.27	

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ROAD AND BRIDGE-PRECINCT #2	Total 550								
								3,514.98	162.37
ROAD AND BRIDGE-PRECINCT #3	560	MACHINERY PARTS/SUPPLIES	53210	HOLT CAT	3048	PMV01...	RB3 2/18 CONDENSER, BUMPER- BACKHOE	663.90	
			53210	LES ZEPPLIN MOTORS	4688	18222	RB3 2/26 SWITCH, PLUGS- HUSTLER MOWER	24.75	
			53210	THIRD COAST DISTRIBUTING, LLC	75930	042184	RB3 2/24 JACK ASSEMBLY, CABLE FOR TRAILER	168.25	
		TIRES AND TUBES	53520	CARYS TIRE & AUTOMOTIVE LLC	89820	31580	RB3 2/25 TRAILER TIRES	182.00	
		TOOLS	53595	GULF COAST HARDWARE LLC	63193	196808	RB3 2/25 ROUTER BIT	52.99	
			53595	GULF COAST HARDWARE LLC	63193	196828	RB3 2/25 SCREW DRIVERS	22.78	
		SUPPLIES-MISCELLANEOUS	53992	MEI,STAN, INC.	5021	095301	RB3 2/24 HANDLES	45.60	
			53992	GULF COAST HARDWARE LLC	63193	196765	RB3 2/24 STRAPS, ADAPTERS	41.26	
			53992	GULF COAST HARDWARE LLC	63193	196883	RB3 2/27 NUT, LUBRICANT, CARB CLEANER	217.37	
		EQUIPMENT RENTAL	62510	GREAT AMERICA FINANCIAL	2751	38628972	RB3 2/24 COPIER LEASE	69.00	
		TELEPHONE SERVICES	66192	LA WARD TELEPHONE EXC., INC.	4601	98653	RB3 3/1 ACT# 100994 MAR 2025 PHONE/INTERNET	153.12	
			66192	LA WARD TELEPHONE EXC., INC.	4601	98665	RB3 3/1 ACT# 101016 MAR 2025 PHONE/INTERNET	180.31	
			66192	LA WARD TELEPHONE EXC., INC.	4601	98666	RB3 3/1 ACT# 101017 MAR 2025 PHONE	57.86	
		UTILITIES	66600	UNDINE TEXAS LLC - GBRA (31)	80670	5700123...	RB2 2/28 ACT# 79031-570012300 WATER 1/18- 2/19	68.34	
		MISCELLANEOUS	63920	SIL VERBACK SOLUTIONS LLC	3887	7446	RB2 2/25 REPAIRED AIR PUMP & MISC PARTS ON SEPTIC	590.00	
		MACHINERY/EQUIPMENT REPAIRS	63530	CROSSROADS TIRE SERVICE LLC	7059	4000985	RB2 2/19 INSTALL (4) TIRES	1,466.26	
			53995	CINTAS CORPORATION LOC. 083	958	4222113...	RB2 2/25 UNIFORMS	65.64	

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ROAD AND BRIDGE-PRECINCT #3	Total 560	UTILITIES	66600	JACKSON ELECTRIC COOP, INC.	3802	3098001...	RB3 2/18 ACT# 3098001 ELEC 1/18- 2/18	208.20	
			66600	JACKSON ELECTRIC COOP, INC.	3802	3098002...	RB3 2/18 ACT# 3098002 ELEC 1/18- 2/18	235.04	
			66600	JACKSON ELECTRIC COOP, INC.	3802	3098005...	RB3 2/18 ACT# 3098005 ELEC 1/18- 2/18	155.00	
		UTILITIES-PARKS	66614	JACKSON ELECTRIC COOP, INC.	3802	3098003...	RB3 2/18 ACT# 3098003 ELEC 1/18- 2/18	38.75	
			66614	JACKSON ELECTRIC COOP, INC.	3802	3098004...	RB3 2/18 ACT# 3098004 ELEC 1/18- 2/18	25.00	
			66614	AT&T MOBILITY	5209	3619209...	RB3 2/19 ACT# 287336340847 CAMERA WIFI 1/20- 2/19	66.00	
ROAD AND BRIDGE-PRECINCT #4	570	MACHINERY PARTS/SUPPLIES	53210	AIRGAS USA, LLC	136	9158568...	RB4 2/24 WELDING SUP	49.05	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301121...	RB4 2/20 TERMINAL WIRING, BUTT TERMINAL	381.87	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301121...	RB4 2/25 TERMINALS, WIRE	28.73	
			53210	TRACTOR SUPPLY CREDIT PLAN	7798	1005784...	RB4 2/12 TOOL BOX	479.99	
		ROAD & BRIDGE SUPPLIES	53510	THIRD COAST CONCEPTS INC	7593	4028	RB4 2/24 1032YDS SAND	3,096.00	
		LUMBER	53550	COASTAL NAIL & TOOL LLC	9070	2502161...	RB4 2/26 LUMBER	48.96	
		PIPE	53580	REGIONAL STEEL PRODUCTS INC	6803	1136011	RB4 2/19 FLAT BAR	296.73	
		SIGNS	53590	SIGN WORKS	7272	25098	RB4 2/27 TRUCK DOOR DECALS	305.00	
		SUPPLIES-MISCELLANEOUS	53992	JCK GROUP	118	91755	RB4 2/20 STRAW WATTLE	434.40	
			53992	CINTAS CORPORATION LOC. 083	958	4222284...	RB4 2/26 MOP, MAT	13.17	
		EQUIPMENT RENTAL	62510	ANDERSON MACHINERY CO., INC.	13	R501C0	RB4 2/19 ROLLER RENTAL 2/19- 3/18	3,605.68	

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ROAD AND BRIDGE-PRECINCT #4	Total 570		62510	ANDERSON MACHINERY CO., INC.	13	RS01C7	RB4 2/26 WATER TRUCK RENTAL 2/26- 3/25	7,011.03	
			62510	AIRGAS USA, LLC	136	5514894...	RB4 2/28 FEB 2025 CYLINDER RENTAL	448.55	
			62510	XEROX CORPORATION	9001	0231139...	RB4 3/1 COPIER LEASE 1/25- 2/21	196.65	
		MISCELLANEOUS	63920	AZALIA BONUZ, TAX ASSESSOR	4042	766768/...	RB4 2/26 REGISTRATION	22.00	
			63920	AZALIA BONUZ, TAX ASSESSOR	4042	766769/...	RB4 2/26 REGISTRATION	22.00	
		OUTSIDE SERVICES	64400	PRODUCTIVE ENERGY SERVICES LLC	62380	100231	RB4 2/27 HYDROSEEDING- LANE RD PROJECT	5,238.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617855...	RB4 3/4 ACT# 361-785-5602- 092404-5 FAX 3/4- 4/3	73.58	
			66192	AT&T MOBILITY	5209	3616558...	RB4 3/4 ACT# 287241943702 PHONE 3/5- 4/4	326.77	
			66192	AT&T MOBILITY	5209	3619209...	RB4 2/19 ACT# 28736341558 CAMERA WIFE 1/20- 2/19	308.25	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4222284...	RB4 2/26 UNIFORMS	115.34	
SHERIFF	760	UTILITIES	66600	CITY OF SEADRIFT	862	1166/0225	RB4 2/28 ACT# 1166 SWAN POINT WATER	33.35	
			66600	CITY OF SEADRIFT	862	125/0225	RB4 2/28 ACT# 125 SEA OFF- WATER	56.60	
		MACHINERY AND EQUIPMENT	73400	HOLT TRUCK CENTERS OF TEXAS	30480	V201002...	RB4 2/11 PURCHASE 2025 DUMP TRUCK V# 766768	149,947.89	
			73400	HOLT TRUCK CENTERS OF TEXAS	30480	V201002...	RB4 2/11 PURCHASE 2025 DUMP TRUCK V# 766769	149,947.89	
		PHOTO COPIES/SUPPLIES	53030	DEWITT POTH & SON LLC	3379	7847250	SO 2/5 COPIER COUNT 1/2- 2/3	251.32	
		TIRES AND TUBES	53520	FIRESTONE OF PORT LAVACA LLC	5584	0088738	SO 2/25 TIRE ROTATION- U34	48.00	
			53520	CROSSROADS TIRE SERVICE LLC	7059	4001023	SO 2/28 REPROGRAM TIRES- U48	119.96	
Total 570								322,487.48	0.00

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SHERIFF	Total 760	AUTOMOTIVE REPAIRS	60360	FRANKIE'S PAINT & BODY INC	2258	15327	SO 2/25 REPAIR DAMAGES-U42	1,809.50	
			60360	KNEUPPER CARROLL	3678	50392	SO 2/25 OIL CHG- U1	123.94	
			60360	KNEUPPER CARROLL	3678	50399	SO 2/26 OIL CHG- U39	120.94	
			60360	KNEUPPER CARROLL	3678	50401	SO 2/26 OIL CHG- U21	118.94	
			60360	KNEUPPER CARROLL	3678	50424	SO 2/27 OIL CHG- U901	133.93	
			60360	KNEUPPER CARROLL	3678	50487	SO 2/28 OIL CHG- U9	118.94	
			60360	CROSSROADS TIRE SERVICE LLC	7059	4000939	SO 2/24 BATTERY, OIL CHG, RADIOATOR HOSE	912.12	
			60360	CROSSROADS TIRE SERVICE LLC	7059	4001023	SO 2/28 BRAKES, IGNITION SENSOR- U48	1,712.50	
			60360	VORTEX PARTNERSHIPS LLC	8450	1539	SO 2/25 SWAP DOCKING STATIONS- U10, U22, OSG11	285.00	
			CAPITAL OUTLAY	70750	MOTOROLA SOLUTIONS INC	5171	1187138...	SO 12/30 PORTABLE RADIO	7,300.56
WASTE MANAGEMENT	380	MACHINERY PARTS/SUPPLIES	53210	TRI-WHOLESALE COMPANY, INC.	7637	9301120...	WASTE MGMT 1/28 AIR & OIL FILTER	60.12	
		TELEPHONE SERVICES	66192	INFINIUM BROADBAND INTERNET	3378	101373	WASTE MGMT 2/28 ACT# ACC0002266 INTERNET 2/28- 3/28	59.00	
		WASTE DISPOSAL FEES	66830	REPUBLIC SERVICES #847	8897	0847001...	WASTE MGMT 2/28 ACT# 3-0847-0013749 FEB 2025 TRASH, LATE FEE	6,340.95	
		Total 380						6,460.07	0.00

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 2697 - DONATIONS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	POSTAGE	64790	THE LIBRARY STORE INC	4616	729169	LIBRARY 2/25 SHIPPING	614.36	
		CAPITAL OUTLAY	70750	THE LIBRARY STORE INC	4616	729169	LIBRARY 2/25 UPHOLSTERED BOOTH, TABLES	1,665.90	
NO DEPARTMENT	Total 999							2,280.26	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
2699 - JUVENILE CASE MANAGER FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCURED INSURANCE-ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	0.02	
		ACCURED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	2.04	
		ACCURED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	86.70	
		ACCURED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	0.19	
		ACCURED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	0.36	
NO DEPARTMENT	Total 999							89.31	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
2716 - GRANTS FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	2039511...	CALCO 3/5 MARCH 2025 PREMIUMS	1.65	
		ACCURUED INSURANCE-ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	0.11	
		ACCURUED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	19.62	
		ACCURUED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	473.21	
		ACCURUED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	0.89	
		ACCURUED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	2.48	
		PROGRAMS: SUMMER/AUTHOR VISITS	64970	CREATIVE PRODUCT SOURCE INC	223	CP11060...	LIBRARY 2/20 (100) PENCIL SHARPENERS	237.79	
		TELEPHONE SERVICES	66192	VERIZON WIRELESS	7896	6106757...	OSG 2/23 ACT# 342228328-00001 PHONE 2/24- 3/23	75.98	
NO DEPARTMENT	Total 999							811.73	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
2736 - POC COMMUNITY CENTER

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	2039511...	CALCO 3/5 MARCH 2025 PREMIUMS	1.16	
		ACCRUED INSURANCE-ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	0.01	
		ACCRUED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	0.75	
		ACCRUED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	31.92	
		ACCRUED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	0.07	
		RENTAL DEPOSITS	20820	PORT O'CONNOR	6411	1041	POCCC 1/30 DEPOSIT REFUND	350.00	
NO DEPARTMENT	Total 999							383.91	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
5133 - CAP PROJ-MATAGORDA BAY MIT TRUST-PROJECT

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	LAND	73302	GULF COAST TITLE COMPANY	2758	PO99992...	CAP PROJ-MAT BAY MIT 3/10 ERNEST MONEY	5,000.00	
			73302	GULF COAST TITLE COMPANY	2758	PO99992...	CAP PROJ-MAT BAY MIT 3/10 OPTION FEE	100.00	
NO DEPARTMENT	Total 999							5,100.00	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
5189 - CAPITAL PROJECT - EMS TRAINING BUILDING

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CONSTRUCTION-EMS BUILDING	71040	GULF COAST HARDWARE LLC	63198	196541	1ST RESP TRAIN BLDG 2/15 FLOOR GLUE	45.98	
			71040	SANCHEZ ROSALIO ROMERO	73690	25001	1ST RESP TRAIN BLDG 2/12 METAL BLDG	14,500.00	
NO DEPARTMENT	Total 999							14,545.98	0.00

CALHOUN COUNTY, TEXAS

Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
5280 - CAPITAL PROJECT-HOSPITAL IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEER/SURVEYOR/AR...	62450	G&W ENGINEERS, INC.	2601	5310014...	CAP PROJ- MMC HVAC & ROOF 2/12 ENG & SURVEYING SVCS	27,000.00	
		CAPITAL OUTLAY	70750	CITY OF PORT LAVACA	870	PO2025...	CAP PROJ- MMC ROOF 3/6 PERMIT TO REPL ROOF	106,273.72	
NO DEPARTMENT	Total 999							133,273.72	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
 5295 - CAPITAL PROJECT - WASTE TRANSFER STATION

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	CONTRACT SERVICES	61240	CON METAL CONTRACTORS INC	48591	2662404	CAP PROJ- WASTE TRANSF STATION 2/3 SVCS 11/20/24-2/3/25	70,215.71	
			61240	CON METAL CONTRACTORS INC	48591	2662405...	CAP PROJ- WASTE TRANSF STATION 2/13 CHNG ORDER	13,958.32	
			61240	CON METAL CONTRACTORS INC	48591	2662406R	CAP PROJ- WASTE TRANSF STATION 2/19 FINAL RETAINAGE	66,596.20	
		ENGINEERING SERVICES	62454	G&W ENGINEERS, INC.	2601	5310023...	CAP PROJ- WASTE TRANSF STATION 2/12 SVCS 12/2/24-2/2/25	375.00	
NO DEPARTMENT	Total 999							151,145.23	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
 7750 - MISCELLANEOUS CLEARING FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	DUE TO OTHER GOVERNMENTS	20749	CALHOUN CO. NAVIGATION DIST.	1106	PO2025...	TAX A/C 3/10 FEB 2025 TAX COLLECS	135.62	
			20749	CALHOUN CO. WATER CONTROL	895	PO2025...	TAX A/C 3/10 FEB 2025 TAX COLLECS	977.71	
NO DEPARTMENT	Total 999							1,113.33	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 03.12.25
9200 - JUVENILE PROBATION FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ACCRUED MISCELLANEOUS2	20537	MASA	5569	2039511...	CALCO 3/5 MARCH 2025 PREMIUMS	37.00	
		ACCURED INSURANCE-ADand D-TAC HEBP	20561	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	1.20	
		ACCURED INSURANCE-UNIVERSAL LIFE	20562	TRUSTMARK	8169	03152025	CALCO 3/5 MARCH 2025 PREMIUMS	96.44	
		ACCURED INSURANCE-DENTAL	20563	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	153.20	
		ACCURED INSURANCE-MEDICAL	20567	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	4,745.85	
		ACCURED INSURANCE-LIFE/LONG TERM CARE	20568	COMBINED INSURANCE, A CHUBB	542	PO0305...	CALCO 3/5 MAR 2025 PREMIUMS	45.74	
		ACCURED INSURANCE-TERM LIFE-TAC HEBP	20571	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	9.68	
		ACCURED INSURANCE-VOLUNTARY VISION	20574	TEXAS ASSOCIATION OF COUNTIES	7778	3281020...	CALCO 2/20 MARCH 2025 PREMIUMS	22.94	
		PHOTO COPIES/SUPPLIES	53030	DEWITT POTH & SON LLC	3379	7834600	JUV PROB 2/6 COPIER COUNT 1/3-2/6	73.37	
		FAMILY CONFLICT RESOLUTION&SKILLS TRAINI	62567	MOTION BEHAVIORAL HEALTHLLC	50480	PO7401...	JUV PROB 2/28 FEB 2025 SKILLS TRAINING	3,333.33	
		MEDICAL/DENTAL FEES	63776	TCSI LLC	2984	196561	JUV PROB 1/31 JAN 2025 MEDICAL (1) JUV	167.77	
NO DEPARTMENT	Total 999							8,686.52	0.00
Report Total								953,648.87	167.37

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---March 12, 2025

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 1,255,475.66
TOTAL TRANSFERS BETWEEN FUNDS	\$ 58,049.37
TOTAL NURSING HOME UPL EXPENSES	\$ 465,482.99
TOTAL INTER-GOVERNMENT TRANSFERS	\$ 3,741.89
GRAND TOTAL DISBURSEMENTS APPROVED March 12, 2025	\$ 1,782,749.91

MEMORIAL MEDICAL CENTER
COMMISSIONERS COURT APPROVAL LIST FOR ---March 12, 2025

PAYABLES AND PAYROLL

3/6/2025 Weekly Payables	443,341.20
3/10/2025 McKesson-3408 Prescription Expense	423.90
3/10/2025 Amerisource Bergen-3408 Prescription Expense	400.11
3/10/2025 Amerisource Bergen-3408 Prescription Expense	144.56
3/10/2025 Payroll Liabilities-Payroll Taxes	126,260.34
3/10/2025 Payroll	390,145.47

Prosperity Electronic Bank Payments

3/10/2025 90 Degree Benefits - employee insurance claims	29,021.36
3/10/2025 90 Degree Benefits - employee insurance claims	49,768.78
3/10/2025 90 Degree Benefits - employee insurance claims	34,469.46
3/10/2025 TCORS February Retirement	178,247.37
3/10/2025 Pay Plus-Patient Claims Processing Fee	1,061.78
3/10/2025 Credit Card Machine Lease Fee	335.53
3/10/2025 Credit Card Processing Fee	687.60
3/10/2025 Authnet Gateway	26.20
3/10/2025 Health Equity -HSA Contributions	1,142.00

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ **1,255,475.66**

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

3/6/2025 MMC Operating to The Crescent-Correction of insurance payment deposited into MMC Operating in error	11,103.50
3/6/2025 MMC Operating to Golden Creek Healthcare-Correction of insurance payment deposited into MMC Operating in error	29,115.94
3/6/2025 MMC Operating to Tuscany Village-Correction of insurance payment deposited into MMC operating in error	12,006.40
3/6/2025 MMC Operating to Bethany-Correction of insurance payment deposited into MMC Operating in error	5,823.53

TOTAL TRANSFERS BETWEEN FUNDS \$ **58,049.37**

NURSING HOME UPL EXPENSES

3/10/2025 Nursing Home UPL-Cantex Transfer	123,924.57
3/10/2025 Nursing Home UPL-Nexion Transfer	129,534.31
3/10/2025 Nursing Home UPL-Tuscany Transfer	123,463.57
3/10/2025 Nursing Home UPL-HSL Transfer	88,560.54

TOTAL NURSING HOME UPL EXPENSES \$ **465,482.99**

INTER-GOVERNMENT TRANSFERS

3/10/2025 Accrued UC IGT	3,741.89

TOTAL INTER-GOVERNMENT TRANSFERS \$ **3,741.89**

GRAND TOTAL DISBURSEMENTS APPROVED March 12, 2025 \$ **1,782,749.91**

RECEIVED BY THE
COUNTY AUDITOR ON

03/06/2025
13:00

MAR 06 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

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ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Due Dates Through: 03/27/2025

Vendor#	Vendor Name	Class	Pay Code								
A1680	AIRGAS USA, LLC - CENTRAL DIV	M									
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	9158660880		02/01/202	02/21/202	03/18/202			139.40	0.00	0.00	139.40
✓	9158766058		03/04/202	02/28/202	03/25/202			2,580.41	0.00	0.00	2,580.41
✓	5514803047		03/04/202	02/28/202	03/25/202			1,009.66	0.00	0.00	1,009.66
✓	5514803249		03/04/202	02/28/202	03/25/202			260.74	0.00	0.00	260.74
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
A1680 AIRGAS USA, LLC - CENTRAL DIV								3,990.21	0.00	0.00	3,990.21
Vendor#	Vendor Name	Class	Pay Code								
12240	AMANDA KEY										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	022125		02/01/202	02/15/202	03/05/202			31.88	0.00	0.00	31.88
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
12240 AMANDA KEY								31.88	0.00	0.00	31.88
Vendor#	Vendor Name	Class	Pay Code								
14028	AMAZON CAPITAL SERVICES										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	1C46R7NG6HN6		02/26/202	02/20/202	03/22/202			15.12	0.00	0.00	15.12
✓	146QQ7YV99TD		02/26/202	02/20/202	03/22/202			130.50	0.00	0.00	130.50
✓	1Y7MQTR11XVQ		03/05/202	02/25/202	03/27/202			218.00	0.00	0.00	218.00
✓	1MWJ19JN3GFD		03/05/202	02/25/202	03/27/202			199.77	0.00	0.00	199.77
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
14028 AMAZON CAPITAL SERVICES								563.39	0.00	0.00	563.39
Vendor#	Vendor Name	Class	Pay Code								
A1360	AMERISOURCEBERGEN DRUG CORP	W									
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	805204881		03/04/202	02/28/202	03/06/202			17.36	0.00	0.00	17.36
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
A1360 AMERISOURCEBERGEN DRUG CORP								17.36	0.00	0.00	17.36
Vendor#	Vendor Name	Class	Pay Code								
15456	AMERITEX ELEVATOR SERVICES INC										
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	20251317		03/05/202	03/01/202	03/05/202			750.00	0.00	0.00	750.00
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
15456 AMERITEX ELEVATOR SERVICES INC								750.00	0.00	0.00	750.00
Vendor#	Vendor Name	Class	Pay Code								
A2218	AQUA BEVERAGE COMPANY	M									
✓	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	196245		02/01/202	02/02/202	02/27/202			41.00	0.00	0.00	41.00

Monthly Maintenance

✓	196206		02/01/202	02/02/202	02/27/202		42.50	0.00	0.00	42.50	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	A2218	AQUA BEVERAGE COMPANY	83.50	0.00	0.00	83.50

Vendor#	Vendor Name	Class	Pay Code						
11247	✓ AVENO NETWORKS								

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓ 15498		03/03/202	03/03/202	03/03/202			47,025.00	0.00	0.00	47,025.00	✓
✓ 15377	<i>3yr renewal software</i>	03/04/202	03/01/202	03/11/202			850.00	0.00	0.00	850.00	✓
✓ 15401		03/04/202	03/01/202	03/11/202			4,000.00	0.00	0.00	4,000.00	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11247	AVENO NETWORKS	51,875.00	0.00	0.00	51,875.00

Vendor#	Vendor Name	Class	Pay Code						
14088	✓ AZALEA HEALTH								

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓ 115551		03/04/202	03/01/202	03/01/202			712.80	0.00	0.00	712.80	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14088	AZALEA HEALTH	712.80	0.00	0.00	712.80

Vendor#	Vendor Name	Class	Pay Code						
B1150	✓ BAXTER HEALTHCARE	W							

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓ 83601537		03/05/202	02/19/202	03/16/202			3,899.00	0.00	0.00	3,899.00	✓
✓ 83609228		03/05/202	02/20/202	03/17/202			69.06	0.00	0.00	69.06	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	B1150	BAXTER HEALTHCARE	3,768.06	0.00	0.00	3,768.06

Vendor#	Vendor Name	Class	Pay Code						
B1220	✓ BECKMAN COULTER INC	M							

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓ 111886409		02/01/202	02/28/202	03/25/202			2,229.19	0.00	0.00	2,229.19	✓
✓ 111874697		02/26/202	02/24/202	03/21/202			123.91	0.00	0.00	123.91	✓
✓ 5499624		03/04/202	02/25/202	03/22/202			1,337.05	0.00	0.00	1,337.05	✓
✓ 4566969		03/05/202	02/21/202	03/18/202			1,484.00	0.00	0.00	1,484.00	✓
✓ 5499457		03/05/202	02/21/202	03/18/202			1,935.15	0.00	0.00	1,935.15	✓
✓ 111874359		03/05/202	02/23/202	03/20/202			2,769.15	0.00	0.00	2,769.15	✓
✓ 111879745		03/05/202	02/25/202	03/22/202			281.09	0.00	0.00	281.09	✓
✓ 111887057		03/05/202	03/02/202	03/27/202			92.28	0.00	0.00	92.28	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	B1220	BECKMAN COULTER INC	10,251.82	0.00	0.00	10,251.82

Vendor#	Vendor Name	Class	Pay Code						
11211	✓ BHB MACHINE & PUMP REPAIR, LLC								

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓ 02409570		02/01/202	03/13/202	03/04/202			220.00	0.00	0.00	220.00	✓

Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	11211	BHB MACHINE & PUMP REPAIR, LLC					220.00	0.00	0.00	220.00
Vendor#	Vendor Name		Class	Pay Code						
C1048	✓ CALHOUN COUNTY		W							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 022425		03/04/202	02/24/202	03/04/202		89.23	0.00	0.00	89.23 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	C1048	CALHOUN COUNTY					89.23	0.00	0.00	89.23
Vendor#	Vendor Name		Class	Pay Code						
14064	✓ CAPITAL ONE									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 021925		02/19/202	02/19/202	03/06/202		416.46	0.00	0.00	416.46 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	14064	CAPITAL ONE					416.46	0.00	0.00	416.46
Vendor#	Vendor Name		Class	Pay Code						
C1325	✓ CARDINAL HEALTH 414, INC.		W							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 8003760633		03/04/202	02/09/202	03/06/202		383.56	0.00	0.00	383.56 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	C1325	CARDINAL HEALTH 414, INC.					383.56	0.00	0.00	383.56
Vendor#	Vendor Name		Class	Pay Code						
C1390	✓ CENTRAL DRUG		W							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 0262		03/04/202	02/24/202	03/26/202		58.20	0.00	0.00	58.20 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	C1390	CENTRAL DRUG					58.20	0.00	0.00	58.20
Vendor#	Vendor Name		Class	Pay Code						
13000	✓ CLEARFLY									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ INV688570		03/04/202	03/01/202	03/04/202		1,232.71	0.00	0.00	1,232.71 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	13000	CLEARFLY					1,232.71	0.00	0.00	1,232.71
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
	✓ 030125		03/04/202	03/03/202	03/01/202		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
	✓ 7531796		02/01/202	02/21/202	03/23/202		3,040.00	0.00	0.00	3,040.00 ✓
Vendor Totals: Number		Name					Gross	Discount	No-Pay	Net
	10043	CROSS COUNTRY STAFFING					3,040.00	0.00	0.00	3,040.00
Vendor#	Vendor Name		Class	Pay Code						
11011	✓ DIAMOND HEALTHCARE CORP									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ INV20056523		02/01/202	03/01/202	03/26/202		19,166.67	0.00	0.00	19,166.67 ✓

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✓ IN20056522 03/04/202 03/01/202 03/26/202 35,509.84 0.00 0.00 35,509.84 ✓

Vendor Totals: Number Name Gross Discount No-Pay Net
11011 DIAMOND HEALTHCARE CORP 54,676.51 0.00 0.00 54,676.51

Vendor# Vendor Name Class Pay Code

11291 ✓ DOWELL PEST CONTROL

Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 46166 03/04/202 03/03/202 03/03/202 75.00 0.00 0.00 75.00 ✓

Vendor Totals: Number Name Gross Discount No-Pay Net
11291 DOWELL PEST CONTROL 75.00 0.00 0.00 75.00

Vendor# Vendor Name Class Pay Code

14136 ✓ EPI-EDWARD PLUMBING

Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 68622 02/27/202 02/17/202 03/27/202 445.00 0.00 0.00 445.00 ✓

✓ 021725 02/27/202 02/17/202 03/27/202 5,835.00 0.00 0.00 5,835.00 ✓

Vendor Totals: Number Name Gross Discount No-Pay Net
14136 EPI-EDWARD PLUMBING 6,280.00 0.00 0.00 6,280.00

Vendor# Vendor Name Class Pay Code

10042 ✓ ERBE USA INC SURGICAL SYSTEMS

Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 37160753 03/05/202 02/25/202 03/05/202 169.50 0.00 0.00 169.50 ✓

Vendor Totals: Number Name Gross Discount No-Pay Net
10042 ERBE USA INC SURGICAL SYSTEMS 169.50 0.00 0.00 169.50

Vendor# Vendor Name Class Pay Code

S0501 ✓ EVOQUA WATER TECHNOLOGIES LLC

Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 906898739 02/01/202 02/21/202 03/18/202 3,371.00 0.00 0.00 3,371.00 ✓

✓ 906898740 02/01/202 02/21/202 03/18/202 3,521.00 0.00 0.00 3,521.00 ✓

✓ 906903584 02/01/202 02/26/202 03/23/202 9.00 0.00 0.00 9.00 ✓

Vendor Totals: Number Name Gross Discount No-Pay Net
S0501 EVOQUA WATER TECHNOLOGIES LLC 6,901.00 0.00 0.00 6,901.00

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
✓ 314769 02/01/202 02/26/202 03/06/202 360.00 0.00 0.00 360.00 ✓

✓ 281666 03/05/202 02/25/202 03/27/202 733.25 0.00 0.00 733.25 ✓

Vendor Totals: Number Name Gross Discount No-Pay Net
14336 FIRETRON, INC 1,093.25 0.00 0.00 1,093.25

Vendor# Vendor Name Class Pay Code

F1400 ✓ FISHER HEALTHCARE

Invoice# Comment Tran Dt Inv Dt Due Dt Check Dt Pay Gross Discount No-Pay Net
✓ 9072435 03/05/202 02/21/202 03/18/202 43.50 0.00 0.00 43.50 ✓

✓ 9072434 03/05/202 02/21/202 03/18/202 138.78 0.00 0.00 138.78 ✓

✓ 9140285 03/05/202 02/25/202 03/22/202 46.14 0.00 0.00 46.14 ✓

✓	9140286	03/05/202 02/25/202 03/22/202	3,343.08	0.00	0.00	3,343.08	✓
✓	9212053	03/05/202 02/27/202 03/24/202	1,297.22	0.00	0.00	1,297.22	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	F1400	FISHER HEALTHCARE	4,868.72	0.00	0.00	4,868.72

Vendor#	Vendor Name	Class	Pay Code				
10599	✓ FORVIS						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	2425776		03/04/202	02/26/202	03/23/202		
						Gross	Discount
						62,422.50	0.00
						No-Pay	Net
						0.00	62,422.50

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10599	FORVIS	62,422.50	0.00	0.00	62,422.50

Vendor#	Vendor Name	Class	Pay Code				
17244	✓ FREED INC						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	7EB963010001		03/05/202	03/04/202	03/11/202		
						Gross	Discount
						2,494.80	0.00
						No-Pay	Net
						0.00	2,494.80

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	17244	FREED INC	2,494.80	0.00	0.00	2,494.80

Vendor#	Vendor Name	Class	Pay Code				
11183	✓ FRONTIER						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	021925A		03/06/202	02/19/202	03/06/202		
						Gross	Discount
						70.40	0.00
						No-Pay	Net
						0.00	70.40

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11183	FRONTIER	70.40	0.00	0.00	70.40

Vendor#	Vendor Name	Class	Pay Code				
14156	✓ FUJI FILM						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	91604584		02/01/202	02/25/202	03/05/202		
						Gross	Discount
						7,908.33	0.00
						No-Pay	Net
						0.00	7,908.33

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				
12636	✓ FUSION CONNECT						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	1029348256		02/01/202	02/16/202	03/16/202		
						Gross	Discount
						887.66	0.00
						No-Pay	Net
						0.00	887.66

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12636	FUSION CONNECT	887.66	0.00	0.00	887.66

Vendor#	Vendor Name	Class	Pay Code				
11149	✓ GBS ADMINISTRATORS, INC						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	592398640150		03/05/202	02/20/202	03/01/202		
						Gross	Discount
						4,866.45	0.00
						No-Pay	Net
						0.00	4,866.45

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11149	GBS ADMINISTRATORS, INC	4,866.45	0.00	0.00	4,866.45

Vendor#	Vendor Name	Class	Pay Code				
12948	✓ GREAT AMERICA FINANCIAL SVCS						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay
✓	38664569		03/06/202	02/27/202	03/24/202		
						Gross	Discount
						10,133.69	0.00
						No-Pay	Net
						0.00	10,133.69

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12948	GREAT AMERICA FINANCIAL SVCS	10,133.69	0.00	0.00	10,133.69

Vendor#	Vendor Name				Class	Pay Code					
11984	✓ GUERBET, LLC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 0092545279		03/05/202	02/27/202	03/05/202		350.00	0.00	0.00	350.00	✓
	Vendor Totals: Number	Name					Gross	Discount	No-Pay	Net	
	11984	GUERBET, LLC					350.00	0.00	0.00	350.00	
Vendor#	Vendor Name					Class	Pay Code				
G0401	✓ GULF COAST DELIVERY										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 022825		02/01/202	02/28/202	02/26/202		50.00	0.00	0.00	50.00	✓
			<i>Services 2/5 - 2/11/25</i>								
	Vendor Totals: Number	Name					Gross	Discount	No-Pay	Net	
	G0401	GULF COAST DELIVERY					50.00	0.00	0.00	50.00	
Vendor#	Vendor Name					Class	Pay Code				
G1210	✓ GULF COAST PAPER COMPANY					M					
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 2612476		02/17/202	01/21/202	02/20/202		189.13	0.00	0.00	189.13	✓
	Vendor Totals: Number	Name					Gross	Discount	No-Pay	Net	
	G1210	GULF COAST PAPER COMPANY					189.13	0.00	0.00	189.13	
Vendor#	Vendor Name					Class	Pay Code				
12380	✓ HEALTH SOLUTIONS DIETETICS										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 020125		02/01/202	02/01/202	03/04/202		3,400.00	0.00	0.00	3,400.00	✓
	Vendor Totals: Number	Name					Gross	Discount	No-Pay	Net	
	12380	HEALTH SOLUTIONS DIETETICS					3,400.00	0.00	0.00	3,400.00	
Vendor#	Vendor Name					Class	Pay Code				
11552	✓ HEALTHCARE FINANCIAL SERVICES										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 100994883		03/05/202	03/01/202	03/01/202		69.14	0.00	0.00	69.14	✓
	Vendor Totals: Number	Name					Gross	Discount	No-Pay	Net	
	11552	HEALTHCARE FINANCIAL SERVICES					69.14	0.00	0.00	69.14	
Vendor#	Vendor Name					Class	Pay Code				
11285	✓ ITA RESOURCES INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ MMC032025		03/04/202	03/01/202	03/21/202		42,191.99	0.00	0.00	42,191.99	✓
			MARCH SERVICES								
	Vendor Totals: Number	Name					Gross	Discount	No-Pay	Net	
	11285	ITA RESOURCES INC					42,191.99	0.00	0.00	42,191.99	
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	
	✓ 202425105		02/01/202	03/01/202	03/15/202		2,306.25	0.00	0.00	2,306.25	✓
	Vendor Totals: Number	Name					Gross	Discount	No-Pay	Net	
	14540	JINDAL X LLC					2,306.25	0.00	0.00	2,306.25	
Vendor#	Vendor Name					Class	Pay Code				
11600	✓ LEGAL SHIELD										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net	
	✓ 021525		02/01/202	02/15/202	03/05/202		505.65	0.00	0.00	505.65	✓
	Vendor Totals: Number	Name					Gross	Discount	No-Pay	Net	
	11600	LEGAL SHIELD					505.65	0.00	0.00	505.65	

Vendor#	Vendor Name				Class	Pay Code					
J1350	✓ M.C. JOHNSON COMPANY INC				M						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 00398136		03/05/202	02/25/202	03/05/202			95.33	0.00	0.00	95.33
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
	J1350	M.C. JOHNSON COMPANY INC						95.33	0.00	0.00	95.33
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
	✓ 23343897		02/26/202	02/19/202	03/15/202			337.52	0.00	0.00	337.52
	✓ 23376367		03/05/202	02/25/202	03/12/202			2,410.57	0.00	0.00	2,410.57
	✓ 23378072		03/05/202	02/25/202	03/12/202			675.77	0.00	0.00	675.77
	✓ 23386075		03/05/202	02/27/202	03/14/202			34.61	0.00	0.00	34.61
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
	M2178	MCKESSON MEDICAL SURGICAL INC						3,458.47	0.00	0.00	3,458.47
Vendor#	Vendor Name				Class	Pay Code					
11203	✓ MEDI-DOSE, INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 0953480		03/05/202	02/24/202	03/05/202			225.80	0.00	0.00	225.80
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
	11203	MEDI-DOSE, INC						225.80	0.00	0.00	225.80
Vendor#	Vendor Name				Class	Pay Code					
11612	✓ MEDICAL AIR SERVICES ASSOC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 2039587		03/04/202	03/04/202	03/04/202			1,607.00	0.00	0.00	1,607.00
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
	11612	MEDICAL AIR SERVICES ASSOC.						1,607.00	0.00	0.00	1,607.00
Vendor#	Vendor Name				Class	Pay Code					
M2470	✓ MEDLINE INDUSTRIES INC				M						
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 2359001457		02/26/202	02/25/202	03/22/202			109.99	0.00	0.00	109.99
	✓ 2359001456		03/05/202	02/25/202	03/22/202			24.32	0.00	0.00	24.32
	✓ 2359217869		03/05/202	02/26/202	03/23/202			3,690.96	0.00	0.00	3,690.96
	✓ 2359217865		03/05/202	02/26/202	03/23/202			87.41	0.00	0.00	87.41
	✓ 2359217863		03/05/202	02/26/202	03/23/202			167.92	0.00	0.00	167.92
	✓ 2359217862		03/05/202	02/26/202	03/23/202			100.46	0.00	0.00	100.46
	✓ 2359217868		03/05/202	02/26/202	03/23/202			41.76	0.00	0.00	41.76
	✓ 2359217864		03/05/202	02/26/202	03/23/202			20.69	0.00	0.00	20.69
	✓ 2359217867		03/05/202	02/26/202	03/23/202			56.29	0.00	0.00	56.29
	✓ 2359217866		03/05/202	02/26/202	03/23/202			510.51	0.00	0.00	510.51

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
M2470	MEDLINE INDUSTRIES INC	4,810.31	0.00	0.00	4,810.31

Vendor#	Vendor Name	Class	Pay Code

17240	✓ MEMORIAL HOSPITAL									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 20250107A		02/27/202	01/07/202	03/27/202			354.24	0.00	0.00	354.24 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
17240	MEMORIAL HOSPITAL	354.24	0.00	0.00	354.24

Vendor#	Vendor Name	Class	Pay Code

10536	✓ MORRIS & DICKSON CO, LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 3071491		03/04/202	02/20/202	03/02/202			653.83	0.00	0.00	653.83 ✓
✓ 3071492		03/04/202	02/20/202	03/02/202			3,464.58	0.00	0.00	3,464.58 ✓
✓ 3071493		03/04/202	02/20/202	03/02/202			3.85	0.00	0.00	3.85 ✓
✓ 3077946		03/04/202	02/23/202	03/05/202			6.08	0.00	0.00	6.08 ✓
✓ 3077947		03/04/202	02/23/202	03/05/202			182.85	0.00	0.00	182.85 ✓
✓ 3080735		03/04/202	02/24/202	03/06/202			17.39	0.00	0.00	17.39 ✓
✓ 3083535		03/04/202	02/24/202	03/06/202			416.66	0.00	0.00	416.66 ✓
✓ 3089683		03/04/202	02/25/202	03/07/202			7,410.14	0.00	0.00	7,410.14 ✓
✓ 3089680		03/04/202	02/25/202	03/07/202			53.77	0.00	0.00	53.77 ✓
✓ 3089681		03/04/202	02/25/202	03/07/202			3,365.96	0.00	0.00	3,365.96 ✓
✓ 3086335		03/04/202	02/25/202	03/07/202			62.53	0.00	0.00	62.53 ✓
✓ 0040156		03/04/202	02/25/202	03/07/202			1,685.32	0.00	0.00	1,685.32 ✓
✓ 3086334		03/04/202	02/25/202	03/07/202			40.01	0.00	0.00	40.01 ✓
✓ 3089682		03/04/202	02/25/202	03/07/202			42.94	0.00	0.00	42.94 ✓
✓ 3095669		03/04/202	02/26/202	03/08/202			259.66	0.00	0.00	259.66 ✓
✓ 3092408		03/04/202	02/26/202	03/08/202			56.15	0.00	0.00	56.15 ✓
✓ 3092410		03/04/202	02/26/202	03/08/202			2,726.37	0.00	0.00	2,726.37 ✓
✓ 3093830		03/04/202	02/26/202	03/08/202			50.26	0.00	0.00	50.26 ✓
✓ 3092409		03/04/202	02/26/202	03/08/202			36.52	0.00	0.00	36.52 ✓
✓ 3092407		03/04/202	02/26/202	03/08/202			184.41	0.00	0.00	184.41 ✓
✓ 3091694		03/04/202	02/26/202	03/08/202			11,219.91	0.00	0.00	11,219.91 ✓
✓ 3097403		03/04/202	02/27/202	03/09/202			9,462.92	0.00	0.00	9,462.92 ✓

✓	3100400	03/04/202 02/27/202 03/09/202	117.19	0.00	0.00	117.19	✓
✓	3100401	03/04/202 02/27/202 03/09/202	51.20	0.00	0.00	51.20	✓
✓	3100399	03/04/202 02/27/202 03/09/202	58.77	0.00	0.00	58.77	✓
✓	3108029	03/04/202 03/02/202 03/12/202	89.14	0.00	0.00	89.14	✓
✓	3105757	03/04/202 03/02/202 03/12/202	24.54	0.00	0.00	24.54	✓
✓	3108030	03/04/202 03/02/202 03/12/202	339.07	0.00	0.00	339.07	✓
✓	3111494	03/04/202 03/03/202 03/13/202	31.39	0.00	0.00	31.39	✓
✓	3112468	03/04/202 03/03/202 03/13/202	12.19	0.00	0.00	12.19	✓
✓	3109894	03/04/202 03/03/202 03/13/202	110.73	0.00	0.00	110.73	✓
✓	3112467	03/04/202 03/03/202 03/13/202	775.52	0.00	0.00	775.52	✓
✓	3069412A	03/06/202 02/20/202 03/02/202	23.54	0.00	0.00	23.54	✓
✓	3083536A	03/06/202 02/24/202 03/06/202	6,375.67	0.00	0.00	6,375.67	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10536	MORRIS & DICKSON CO, LLC	49,411.06	0.00	0.00	49,411.06

Vendor#	Vendor Name	Class	Pay Code							
15224	MUTUAL OF OMAHA									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
001846933106		02/01/202	03/01/202	03/01/202			24,052.61	0.00	0.00	24,052.61
	FEB BILL									

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
15224	MUTUAL OF OMAHA	24,052.61	0.00	0.00	24,052.61

Vendor#	Vendor Name	Class	Pay Code							
M2659	MXR IMAGING, INC	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
8801228868		03/05/202	02/17/202	03/19/202			172.35	0.00	0.00	172.35

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
M2659	MXR IMAGING, INC	172.35	0.00	0.00	172.35

Vendor#	Vendor Name	Class	Pay Code							
10868	NOVA BIOMEDICAL									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
91460869		03/05/202	02/26/202	03/05/202			159.58	0.00	0.00	159.58

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10868	NOVA BIOMEDICAL	159.58	0.00	0.00	159.58

Vendor#	Vendor Name	Class	Pay Code							
O1500	OLYMPUS AMERICA INC	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
37652943		03/05/202	02/25/202	03/22/202			201.88	0.00	0.00	201.88

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
O1500	OLYMPUS AMERICA INC	201.88	0.00	0.00	201.88

Vendor#	Vendor Name	Class	Pay Code

01416 ✓ ORTHO CLINICAL DIAGNOSTICS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1853944066		03/05/202	02/24/202	03/26/202			838.33	0.00	0.00	838.33 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
01416	ORTHO CLINICAL DIAGNOSTICS	838.33	0.00	0.00	838.33

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
✓ CM00060336		01/22/202	04/17/202	03/01/202			-87.50	0.00	0.00	-87.50 ✓

✓ 05644489		03/05/202	02/10/202	03/12/202			875.71	0.00	0.00	875.71 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10152	PARTSSOURCE, LLC	788.21	0.00	0.00	788.21

Vendor# Vendor Name Class Pay Code

P1800 ✓ PITNEY BOWES INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1026974211		02/01/202	02/18/202	03/20/202			380.06	0.00	0.00	380.06 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
P1800	PITNEY BOWES INC	380.06	0.00	0.00	380.06

Vendor# Vendor Name Class Pay Code

10372 ✓ PRECISION DYNAMICS CORP (PDC)

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 9358391625		03/05/202	02/25/202	03/27/202			204.36	0.00	0.00	204.36 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10372	PRECISION DYNAMICS CORP (PDC)	204.36	0.00	0.00	204.36

Vendor# Vendor Name Class Pay Code

S0900 ✓ SAMS CLUB DIRECT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 022025		02/01/202	02/20/202	03/05/202			234.62	0.00	0.00	234.62 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
S0900	SAMS CLUB DIRECT	234.62	0.00	0.00	234.62

Vendor# Vendor Name Class Pay Code

10936 ✓ SIEMENS FINANCIAL SERVICES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 56382500033861		03/06/202	02/27/202	03/19/202			1,333.33	0.00	0.00	1,333.33 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10936	SIEMENS FINANCIAL SERVICES	1,333.33	0.00	0.00	1,333.33

Vendor# Vendor Name Class Pay Code

S2001 ✓ SIEMENS MEDICAL SOLUTIONS INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 116685057		02/01/202	02/24/202	03/21/202			3,507.72	0.00	0.00	3,507.72 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
S2001	SIEMENS MEDICAL SOLUTIONS INC	3,507.72	0.00	0.00	3,507.72

Vendor# Vendor Name Class Pay Code

10681 ✓ SIMMLER, INC.

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 195655		02/25/202	02/24/202	02/25/202			239.00	0.00	0.00	239.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net

	10681	SIMMLER, INC.						239.00	0.00	0.00	239.00
Vendor#	Vendor Name		Class		Pay Code						
C1010	✓ SPARKLIGHT		W								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 011625A		03/06/202	01/16/202	01/17/202			146.80	0.00	0.00	146.80 ✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
C1010 SPARKLIGHT								146.80	0.00	0.00	146.80
Vendor#	Vendor Name		Class		Pay Code						
12288	✓ SPBS CLINICAL EQUIPMENT SRVC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ INV050000325		03/01/202	03/01/202	03/02/202			9,836.92	0.00	0.00	9,836.92 ✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
12288 SPBS CLINICAL EQUIPMENT SRVC								9,836.92	0.00	0.00	9,836.92
Vendor#	Vendor Name		Class		Pay Code						
10094	✓ ST DAVIDS HEALTHCARE										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ MMCPL202501		02/01/202	02/27/202	03/01/202			375.00	0.00	0.00	375.00 ✓
	JANUARY FEE										
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
10094 ST DAVIDS HEALTHCARE								375.00	0.00	0.00	375.00
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
	✓ 856254		03/04/202	02/25/202	03/04/202			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						
S3960	✓ STERICYCLE, INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 8009926518		02/01/202	02/18/202	03/20/202			3,210.57	0.00	0.00	3,210.57 ✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
S3960 STERICYCLE, INC								3,210.57	0.00	0.00	3,210.57
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
	✓ 13463906		03/05/202	02/21/202	03/18/202			448.56	0.00	0.00	448.56 ✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
S3940 STERIS CORPORATION								448.56	0.00	0.00	448.56
Vendor#	Vendor Name		Class		Pay Code						
14212	✓ SURGICAL DIRECT SOUTH										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 9352		02/01/202	02/25/202	03/25/202			5,845.00	0.00	0.00	5,845.00 ✓
Vendor Totals: Number Name								Gross	Discount	No-Pay	Net
14212 SURGICAL DIRECT SOUTH								5,845.00	0.00	0.00	5,845.00
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
	✓ 95786620		03/05/202	02/24/202	03/05/202			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					
T2539	T-SYSTEM, INC		W							
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	022825A		03/06/202	02/28/202	02/28/202		3,750.00	0.00	0.00	3,750.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
T2539 T-SYSTEM, INC							3,750.00	0.00	0.00	3,750.00
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
	0025054		02/01/202	02/26/202	02/27/202		3,615.00	0.00	0.00	3,615.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
10758 TEXAS SELECT STAFFING, LLC							3,615.00	0.00	0.00	3,615.00
Vendor#	Vendor Name		Class		Pay Code					
15396	THIRD COAST DISTRIBUTING LLC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	022825		02/01/202	02/28/202	03/05/202		25.70	0.00	0.00	25.70 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
15396 THIRD COAST DISTRIBUTING LLC							25.70	0.00	0.00	25.70
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
	1028251		02/04/202	02/05/202	03/02/202		500.00	0.00	0.00	500.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
C2510 TRUBRIDGE							500.00	0.00	0.00	500.00
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
	2921054120		02/01/202	02/20/202	03/17/202		228.85	0.00	0.00	228.85 ✓
	2921054140		02/01/202	02/20/202	03/17/202		531.03	0.00	0.00	531.03 ✓
	2921054143		02/01/202	02/20/202	03/17/202		181.87	0.00	0.00	181.87 ✓
	2921054147		02/01/202	02/20/202	03/17/202		155.15	0.00	0.00	155.15 ✓
	2921054114		02/01/202	02/20/202	03/17/202		138.85	0.00	0.00	138.85 ✓
	2921054123		02/01/202	02/20/202	03/17/202		2,669.61	0.00	0.00	2,669.61 ✓
	2921054131		02/01/202	02/20/202	03/17/202		70.07	0.00	0.00	70.07 ✓
	2921054273		02/25/202	02/24/202	03/21/202		3,242.60	0.00	0.00	3,242.60 ✓
	2921054284		02/25/202	03/31/202	03/26/202		151.34	0.00	0.00	151.34 ✓
	2921054640		03/05/202	02/27/202	03/24/202		190.64	0.00	0.00	190.64 ✓
	2921054803		03/05/202	02/27/202	03/24/202		134.53	0.00	0.00	134.53 ✓
	2921054610		03/05/202	02/27/202	03/24/202		312.81	0.00	0.00	312.81 ✓

✓ 2921054621	03/05/202 02/27/202 03/24/202	70.07	0.00	0.00	70.07 ✓
✓ 2921054643	03/05/202 02/27/202 03/24/202	150.06	0.00	0.00	150.06 ✓
✓ 2921054617	03/05/202 02/27/202 03/24/202	2,643.97	0.00	0.00	2,643.97 ✓
✓ 2921054628	03/05/202 02/27/202 03/24/202	229.98	0.00	0.00	229.98 ✓
✓ 2921054635	03/05/202 02/27/202 03/24/202	181.87	0.00	0.00	181.87 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
U1064	UNIFIRST HOLDINGS INC	11,283.30	0.00	0.00	11,283.30

Vendor#	Vendor Name	Class	Pay Code

I1110	✓ WERFEN USA LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 9111773751		03/05/202	02/25/202	03/22/202			1,256.78	0.00	0.00	1,256.78 ✓
✓ 9111776410		03/05/202	02/27/202	03/24/202			20,000.00	0.00	0.00	20,000.00 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
I1110	WERFEN USA LLC	21,256.78	0.00	0.00	21,256.78

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	443,341.20	0.00	0.00	443,341.20

APPROVED ON

MAR 06 2025

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: 03/07/2025

Page: 002

DC: 8115
Customer INV SupplD:
Territory:

Customer: 632536
Date: 03/07/2025

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 03/07/2025 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 03/07/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account 632536 Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: National Acct 632536 MEMORIAL MEDICAL CENTER

Subtotals: 432.55 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 08/07/2017 2,451.97

If Paid By 03/11/2025,
Pay This Amount:

423.90 USD

If Paid After 03/11/2025,
Pay this Amount:

432.55 USD

Due If Paid On Time:
USD 423.90 ✓

Disc lost if paid late: 8.65

Due If Paid Late:
USD 432.55 ✓

APPROVED ON

MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

166.51 +
242.21 +
10.08 +
5.10 +
423.90 0

For AR Inquiries please contact 800-867-0333

MCKESSON

STATEMENT

As of: 03/07/2025

Page: 001

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

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 820405
Date: 03/07/2025

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 03/07/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405 PLEASE CHECK ANY
Date: 03/07/2025 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											
03/06/2025	03/11/2025	7555088673	82503-055-192652	115Invoice	3.28	164.10		160.82	✓	7555088673	
03/07/2025	03/11/2025	7555313891	82503-055-192819	115Invoice	0.12	5.91		5.69	✓	7555313891	

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:

169.91 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 132.06
03/03/2025

If Paid By 03/11/2025.

Pay This Amount:

166.51 USD

If Paid After 03/11/2025,

Pay this Amount:

169.91 USD

Due If Paid On Time:

USD 166.51

Disc lost if paid late:

3.40

Due If Paid Late:

USD 169.91

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MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

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

As of: 03/07/2025

Page: 001

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 835434
Date: 03/07/2025

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 03/07/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835434 PLEASE CHECK ANY
Date: 03/07/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835434	CVS PHCY 8923/MEM MC PHS										
03/05/2025	03/11/2025	7554834983	3927854	115Invoice	4.94	247.15		242.21	✓	7554834983	

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: 247.15 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 7.859.52
02/10/2025

If Paid By 03/11/2025,
Pay This Amount:

242.21 USD

If Paid After 03/11/2025,
Pay this Amount:

247.15 USD

Due If Paid On Time:

USD 242.21

Disc lost if paid late: 4.94

Due If Paid Late:

USD 247.15

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MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

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McKESSON**STATEMENT**

As of: 03/07/2025

Page: 001

To ensure proper credit to your
account, detach and return this
stub with your remittance

Company: 8000

CVS PHCY 7416/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77879AMT DUE REMITTED VIA ACH DEBIT
Statement for information onlyDC: 8115
Customer INV Suppld:
Territory: 7001Customer: 835437
Date: 03/07/2025As of: 03/07/2025 Page: 001
Mail to: Comp: 8000AMT DUE REMITTED VIA ACH DEBIT
Statement for information onlyCust: 835437 PLEASE CHECK ANY
Date: 03/07/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
03/05/2025	03/11/2025	7555031859	3924640	115Invoice	0.21	10.29		10.08	✓	7555031859	

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:

10.29 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 132.06
03/03/2025If Paid By 03/11/2025,
Pay This Amount:

10.08 USD

If Paid After 03/11/2025,
Pay this Amount:

10.29 USD

Due If Paid On Time:

USD 10.08

Disc lost if paid late: 0.21

Due If Paid Late:

USD 10.29

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MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

Company: 8000

As of: 03/07/2025

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

CVS PHCY 7475/MEM MC PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 835438
Date: 03/07/2025

As of: 03/07/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835438 PLEASE CHECK ANY
Date: 03/07/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 835438	CVS PHCY 7475/MEM MC PHS										
03/05/2025	03/11/2025	7555024310	3927866	115Invoice	0.10	5.20		5.10	✓	7555024310	

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: 5.20 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 02/24/2025 1,528.02

If Paid By 03/11/2025,
Pay This Amount:

5.10 USD

If Paid After 03/11/2025,
Pay this Amount:

5.20 USD

Due If Paid On Time: 5.10
USD
Disc lost if paid late: 0.10
Due If Paid Late: 5.20
USD

APPROVED ON

MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

STATEMENT

Statement Number: 69337045
Date: 03-07-2025

1 of 1

AMERISOURCEBERGEN DRUG CORP
501 PATRIOT PARKWAY
ROANOKE TX 76262-6336

DEA: RA0316958
866-451-9655

WALGREENS CENTRAL FILL #21373 340B
MEMORIAL MEDICAL CENTER
4100 DALE EARNHARDT WAY 200
NORTHLAKE TX 76262-2389

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:	400.11
Past Due:	0.00
Total Due:	400.11
Account Balance:	400.11

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
03-03-2025	03-14-2025	3207646495	7009071112	Invoice	2.89		0.00	✓ 2.89
03-03-2025	03-14-2025	3207646496	7009071112	Invoice	1.03		0.00	✓ 1.03
03-03-2025	03-14-2025	3207646497	7009071852	Invoice	31.98		0.00	✓ 31.98
03-03-2025	03-14-2025	3207718013	70090906034	Invoice	331.65		0.00	✓ 331.65
03-05-2025	03-14-2025	3208014082	7009112935	Invoice	14.79		0.00	✓ 14.79
03-06-2025	03-14-2025	3208150035	7009120047	Invoice	12.74		0.00	✓ 12.74
03-07-2025	03-14-2025	3208288647	7009128560	Invoice	5.03		0.00	✓ 5.03

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
400.11	0.00	0.00	0.00	0.00	0.00	0.00

APPROVED ON

MAR 10 2025

BY COUNTY AUDITOR
GALHOLM COUNTY TEXAS

Reminders

Due Date	Amount
03-14-2025	400.11
Total Due:	400.11

STATEMENT

Statement Number: 69320257
Date: 03-07-2025

1 of 1

By: **AMERISOURCEBERGEN DRUG CORP**
12727 W. AIRPORT BLVD.
SUGAR LAND TX 77478-6101

DEA: RA0289276
866-451-9655

**WALGREENS #12494 340B
MEMORIAL MEDICAL CENTER
1302 N VIRGINIA ST
PORT LAVACA TX 77979-2509**

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:	144.56
Past Due:	0.00
Total Due:	144.56
Account Balance:	144.56

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
03-03-2025	03-14-2025	3207682302	7009064127	Invoice	54.85		0.00	✓ 54.85
03-03-2025	03-14-2025	3207682303	7008070949	Invoice	20.16		0.00	✓ 20.16
03-03-2025	03-14-2025	3207682304	7009074039	Invoice	24.57		0.00	✓ 24.57
03-04-2025	03-14-2025	3207831826	7009084788	Invoice	9.92		0.00	✓ 9.92
03-06-2025	03-14-2025	3208120178	7009113316	Invoice	7.17		0.00	✓ 7.17
03-07-2025	03-14-2025	3208247616	7009119879	Invoice	27.89		0.00	✓ 27.89

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
144.56	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
03-07-2025	(1,255.09)

APPROVED ON

MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Reminders

Due Date	Amount
03-14-2025	144.56
Total Due:	144.56

Total Due:	144.56

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	★ 03															
☐ "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>126,260.34</td><td>#</td></tr><tr><td></td><td>1</td><td></td></tr><tr><td>0</td><td>\$ 65,339.56</td><td>#</td></tr><tr><td></td><td>\$ 15,281.10</td><td>#</td></tr><tr><td></td><td>\$ 45,639.68</td><td>#</td></tr></table>	\$	126,260.34	#		1		0	\$ 65,339.56	#		\$ 15,281.10	#		\$ 45,639.68	#
\$	126,260.34	#														
	1															
0	\$ 65,339.56	#														
	\$ 15,281.10	#														
	\$ 45,639.68	#														
☐ "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 2/21/2025		VOIDED CK (1) VOIDED CK (2) ADDITIONAL CK (1) ADDITIONAL CK (1)				TOTALS																					
PAY PERIOD: END 3/6/2025																											
PAY DATE: 3/14/2025																											
GROSS PAY:	\$ 564,708.62					\$ 564,708.62																					
DEDUCTIONS:																											
A/R	\$ 338.69					\$ 338.69																					
ADVANC																											
BOOTS																											
MUTUAL CRITICAL ILLNESS																											
MUTUAL ACCIDENT																											
IRS TAX																											
MUTUAL SHORT TERM DIS																											
MUTUAL VISION	\$ 859.35					\$ 859.35																					
CAFÉ-D	\$ 1,307.00					\$ 1,307.00																					
CAFÉ-H	\$ 30,176.38					\$ 30,176.38																					
CAFÉ-P																											
CANCER																											
CHILD	\$ 570.69					\$ 570.69																					
CLINIC	\$ 320.00					\$ 320.00																					
COMBIN	\$ 250.86					\$ 250.86																					
CREDUN																											
DENTAL																											
DEP-LF																											
MUTUAL TERM LIFE	\$ 1,237.04					\$ 1,237.04																					
MUTUAL HOSP INDEM	\$ 550.50					\$ 550.50																					
FED TAX	\$ 45,639.68					\$ 45,639.68																					
FICA-M	\$ 7,640.55					\$ 7,640.55																					
FICA-O	\$ 32,669.78					\$ 32,669.78																					
FICA-M ADDITIONAL																											
FIRST C																											
FLEX S	\$ 4,538.62					\$ 4,538.62																					
FLX-FE																											
GIFT S	\$ 151.10					\$ 151.10																					
MUTUAL CRITICAL ILLNESS	\$ 905.36					\$ 905.36																					
MUTUAL ACCIDENT	\$ 648.38					\$ 648.38																					
MUTUAL SHORT TERM DIS	\$ 1,778.17					\$ 1,778.17																					
LEGAL	\$ 1,057.90					\$ 1,057.90																					
OTHER	\$ 3,696.31					\$ 3,696.31																					
NATIONAL FARM LIFE	\$ 1,181.63					\$ 1,181.63																					
MED SURCHARGE																											
Blank																											
RELAY																											
REPAY																											
STONEDF	\$ 895.00					\$ 895.00																					
STONE																											
STONE 2																											
STUDEN																											
TSA-R	\$ 38,150.16					\$ 38,150.16																					
UWHOS																											
TOTAL DEDUCTIONS:	\$ 174,563.15					\$ 174,563.15																					
NET PAY:	\$ 390,145.47					\$ 390,145.47																					
TOTAL CAFÉ 125 PLAN:	\$ 37,776.35																										
TAXABLE PAY:	\$ 526,932.27																										
<table border="1"> <thead> <tr> <th></th> <th>"CALCULATED"</th> <th>From MMC Report</th> <th>Difference</th> </tr> </thead> <tbody> <tr> <td>FICA - MED (ER)</td> <td>1.45% \$ 7,640.52</td> <td></td> <td></td> </tr> <tr> <td>FICA - MED (EE)</td> <td>1.45% \$ 7,640.52</td> <td>\$ 7,640.55</td> <td>\$ (0.03)</td> </tr> <tr> <td>FICA - SOC SEC (ER)</td> <td>6.20% \$ 32,669.80</td> <td></td> <td></td> </tr> <tr> <td>FICA - SOC SEC (EE)</td> <td>6.20% \$ 32,669.80</td> <td>\$ 32,669.78</td> <td>\$ 0.02</td> </tr> <tr> <td>FED WITHHOLDING</td> <td>\$ 45,639.68</td> <td>\$ 45,639.68</td> <td></td> </tr> </tbody> </table>			"CALCULATED"	From MMC Report	Difference	FICA - MED (ER)	1.45% \$ 7,640.52			FICA - MED (EE)	1.45% \$ 7,640.52	\$ 7,640.55	\$ (0.03)	FICA - SOC SEC (ER)	6.20% \$ 32,669.80			FICA - SOC SEC (EE)	6.20% \$ 32,669.80	\$ 32,669.78	\$ 0.02	FED WITHHOLDING	\$ 45,639.68	\$ 45,639.68		Employees over FICA-SS Cap: Paycode S - Employee Reimb.:	
	"CALCULATED"	From MMC Report	Difference																								
FICA - MED (ER)	1.45% \$ 7,640.52																										
FICA - MED (EE)	1.45% \$ 7,640.52	\$ 7,640.55	\$ (0.03)																								
FICA - SOC SEC (ER)	6.20% \$ 32,669.80																										
FICA - SOC SEC (EE)	6.20% \$ 32,669.80	\$ 32,669.78	\$ 0.02																								
FED WITHHOLDING	\$ 45,639.68	\$ 45,639.68																									
TAX DEPOSIT:	\$ 126,260.32	\$ 126,260.34	TOTAL: \$ -																								
FICA - MEDICARE	2.90% \$ 15,281.04	\$ 15,281.10	PREPARED BY: Sariah Rubio																								
FICA - SOCIAL SECURITY	12.40% \$ 65,339.60	\$ 65,339.56	PREPARED DATE: 3/10/2025																								
FED WITHHOLDING	\$ 45,639.68	\$ 45,639.68																									
TOTAL TAX:	\$ 126,260.32	\$ 126,260.34																									

MEMORIAL MEDICAL CENTER
Payroll Register (Bi-Weekly)
Pay Period 02/21/25 - 03/06/25 Run# 1

Final Summary

PayCode Summary								Deductions Summary					
PayCd	Description	Hrs	OT	SR	WE	HO	CB	Gross	Code	Amount			
1	REGULAR PAY-S1	10390.75	N		N	N		247151.57	A/R	338.69	A/R2		A/R3
1	REGULAR PAY-S1	1903.00	N		N	N	N	91574.06	ADVANC		AWARDS		BCBSVI
1	REGULAR PAY-S2	1.50	N	1	N	N		27.78	BOOTS		CAFE H		CAFE-1
1	REGULAR PAY-S1	366.50	Y		N	N		12502.21	CAFE-2		CAFE-3		CAFE-4
2	REGULAR PAY-S2	2319.75	N		N	N		67633.21	CAFE-5		CAFE-C		CAFE-D
2	REGULAR PAY-S2	141.00	Y		N	N		5426.94	CAFE-F		CAFE-H	30176.36	CAFE-I
3	REGULAR PAY-S3	1600.00	N		N	N		54075.45	CAFE-L		CAFE-P		CANCER
3	REGULAR PAY-S3	85.50	Y		N	N		4280.98	CHILD	570.69	CLINIC	320.00	COMBIN
4	CALL BACK PAY	17.75	N	1	N	N	Y	916.37	CREDMN		DD ADV		DENTAL
4	CALL BACK PAY	2.00	N	2	N	N	Y	77.84	DEP-LF		DIS-LF		EAT
4	CALL BACK PAY	2.00	N	3	N	N	Y	94.81	EATCSH		FEDTAX	45639.68	FICA-N
4	CALL BACK PAY	.25	Y	1	N	N	Y	20.98	FICA-Q	32669.78	FIRSTC		FLEX S
C	CALL PAY	2023.25	N	1	N	N		4046.50	FLX FE		FORT D		FUTA
D	DOUBLE TIME	8.00	N	1	N	N		612.00	GIFT S	151.10	GRANT		GRP-IN
D	DOUBLE TIME	27.00	N	2	N	N		2304.32	GTL		HOSP-I		NSA
D	DOUBLE TIME	40.25	N	3	N	N		3487.44	ID TFT		INSTAX		LEAF
D	DOUBLE TIME	.50	Y	2	N	N		69.90	LEGAL	241.90	MASA	816.00	MEALS
D	DOUBLE TIME	8.25	Y	3	N	N		1178.10	METVIS		MISC		MISC/
E	EXTRA WAGES		N		N	N	N	19980.96	MNCSHR		MOOACC	648.38	MOOILL
E	EXTRA WAGES		N	1	N	N	N	2414.75	MOOIND	550.50	MOOLIF	1237.04	MOOSTD
I	INSERVICE	44.00	N	1	N	N		1218.99	MOOVIS	859.35	NATFML	1181.63	OTHER
I	INSERVICE	31.40	Y	1	N	N		1280.62	PHI		PHI***		PR FIN
J	JURY LEAVE	14.00	N	1	N	N		585.60	RELAY		REPAY		SAMS
K	EXTENDED-ILLNESS-BANK	199.00	N	1	N	N		6503.13	SCRUBS		SIGNON		ST-TX
P	PAID-TIME-OFF	40.00	N		N	N	N	1481.50	STONDF	895.00	STONE		STONE2
P	PAID-TIME-OFF	1019.00	N	1	N	N		33309.51	STUDEN		SUNACC		SUNILL
X	CALL PAY 2	160.00	N	1	N	N		320.00	SUNIND		SUNLIF		SUNSTD
Y	YMCA/CURVES		N		N	N	N	90.00	SUNVIS		SURCHG		TSA-1
Z	CALL PAY 1	96.00	N	1	N	N		288.00	TSA-2		TSA-C		TSA-P
t	PHONE & DATA		N		N	N	N	1755.00	TSA-R	38150.16	TUTION		UNIFOR
									UN/HOS				

*----- Grand Totals: 20540.25 -----										Gross:	564709.62	Deductions:	174563.15	Net:	390145.47		
Checks Count:-	FT	204	FT	13	Other	45	Female	234	Male	27	Credit	OverAmt	13	ZeroNet	Term	Total:	261

✓ 8

MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

✓ 83

MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

[illegible]

✓ 2

**MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT — March 3, 2025 - March 9, 2025**

Date	Bank Description	MMC Notes	Amount	CPSI *H Ch	
3/7/2025	PAY PLUS ACHTrans 58196310 101000694117404 P	- 3rd Party Payor Fee	459.90		459.90 +
3/7/2025	AMERISOURCE BERG PAYMENTS 0100007768 2100002	- 340B Drug Program Expense	1,255.09	*	67.78 +
3/7/2025	HPHG LLC PT LAVA MemMedCtr Ptlav 11312265003	- Health Insurance Claim Payments	85,750.53	*	25.79 +
3/7/2025	HPHG LLC MEMOR PREM MemMedCtr Ptlav 11312265	- Health Insurance Premium Payment	69,619.87	*	218.81 +
3/6/2025	PAY PLUS ACHTrans 58009803 101000692725473 P	- 3rd Party Payor Fee	67.78	*	289.50 +
3/6/2025	HPHG LLC PORT LAVA MemMedCtr Ptlav 113122650	- Health Insurance Claim Payments	35,442.54	*	1,061.78 +
3/6/2025	HPHG LLC PT LAVA MemMedCtr Ptlav 11312265000	- Health Insurance Claim Payments	27,240.12	*	75.67 +
3/6/2025	HPHG LLC PT LAVA MemMedCtr Ptlav 11312265000	- Health Insurance Claim Payments	3,598.29	*	32.45 +
3/5/2025	Transfer per CEO E. Clevenger and M. Cumberl	- Transfer from Operating to Money Market	500,000.00	*	181.77 +
3/5/2025	PAY PLUS ACHTrans 57846240 101000691152658 P	- 3rd Party Payor Fee	25.79		45.64 +
3/5/2025	CENTENE CORP REVERSAL 53101124228091	- Double payment reversal	565.00		335.53 +
3/5/2025	FDMS FDMS PYMT 052-2000500-000 4100012892699	- Credit Card Machine Lease Fee	32.45		26.20 +
3/5/2025	FDMS FDMS PYMT 052-1601830-000 4100012891322	- Credit Card Machine Lease Fee	161.77		26.20 +
3/5/2025	FDMS FDMS PYMT 052-2182557-000 4100012893656	- Credit Card Machine Lease Fee	65.64		9.95 +
3/5/2025	FDMS FDMS PYMT 052-2182545-000 4100012891654	- Credit Card Machine Lease Fee	218.81		162.45 +
3/4/2025	PAY PLUS ACHTrans 57686013 101000699073465 P	- 3rd Party Payor Fee	218.81		336.74 +
3/4/2025	MCKESSON DRUG AUTO ACH ACH06416350 9100000162	- 340B Drug Program Expense	132.06	*	19.95 +
3/4/2025	AUTHNET GATEWAY BILLING 140445789 10406000156	- 3rd Party Payor Fee	2080		158.51 +
3/3/2025	PAY PLUS ACHTrans 57558744 101000697223488 P	- 3rd Party Payor Fee	789.50		687.60 +
3/3/2025	MERCHANT BANKCD FEE 971160910883 91000016063	- Credit Card Processing Fee	9.95		1,061.78 +
3/3/2025	MERCHANT BANKCD FEE 971160913887 91000016063	- Credit Card Processing Fee	162.45		335.53 +
3/3/2025	MERCHANT BANKCD DISCOUNT 971160913887 910000	- Credit Card Processing Fee	336.74		26.20 +
3/3/2025	MERCHANT BANKCD DISCOUNT 971160910883 910000	- Credit Card Processing Fee	19.95		26.20 +
3/3/2025	MERCHANT BANKCD INTERCHNG 971160913887 91000	- Credit Card Processing Fee	158.51		687.60 +
3/3/2025	IRS USATAXPYMT 270546225084766 6103601002566	- Payroll Taxes	114,116.20	*	2,111.11 +
			839,830.81		
* Approved on 3.05.25cc					
*** Approved on 2.12.25cc					
*** Approved on 2.20.25cc					
Steve Brock, CFO	PROSPERITY BANK		839,830.81 +		
Memorial Medical Center	ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- ESTIMATED ACHS		1,055.09 -		
			85,750.53 -		
			27,240.12 -		
			3,598.29 -		
			565.00 -		
			132.06 -		
			789.50 -		
			9.95 -		
			162.45 -		
			336.74 -		
			19.95 -		
			158.51 -		
			114,116.20 -		
			839,830.81		
3/19/2025	- STATE COMTRLR TEXNET	ACCRUED LIC IGT	3,741.89		
3/15/2025	- TEXAS COUNTY DRS RECEIVABLE 0419 21000024329	- Retirement Funding	178,247.37		
			181,989.26		
Steve Brock, CFO	APPROVED ON				
Memorial Medical Center	MAR 10 2025				
	BY COUNTY AUDITOR				
	CALHOUN COUNTY, TEXAS				

Date/Time 03-03-2025 / 04:28 PM
Submitted By cclevenger256

Pay Date 02-28-2025

Employee Deposits	\$72,966.85
Employer Contributions	\$105,280.52
Group Term Life Premiums	\$0.00
Total	\$178,247.37

Comments

Payroll File February 2025.xlsx

CLOSE

PRINT



Transaction Summary

Transaction Complete
Trace #

**Texas Health and Human Services Commission
Memorial Medical Center Operating County**

Payment Total	\$3,741.89
Bank Routing and Account Number	
Settlement Date	3/19/2025
UC Hospital Amount	\$3,741.89
Entered By	Michelle Cumberland

Plan	Start Date	EE Per Pay Cost	ER Per Pay Cost
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	2/1/2025	\$5.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$30.00	\$25.00
2025 Heath Equity Health Savings Account	2/1/2025	\$5.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$137.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$25.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	3/1/2025	\$5.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$50.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$50.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$25.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$175.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$0.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$50.00	\$25.00
2025 Heath Equity Health Savings Account	1/1/2025	\$10.00	\$25.00
		\$567.00	\$575.00
Total		\$1,142.00	

RECEIVED BY THE
COUNTY AUDITOR ON

03/06/2025

MAR 06 2025

MEMORIAL MEDICAL CENTER

12:07

AP Open Invoice List

0

ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Due Dates Through: 03/28/2025

Vendor# Vendor Name

Class Pay Code

11824 THE CRESCENT

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 030325		03/03/202	03/03/202	03/28/202			6,494.50	0.00	0.00	6,494.50 ✓
<i>INS. pmt. dep. into mmc opt in error</i>										
✓ 030325A		03/03/202	03/03/202	03/28/202			4,609.00	0.00	0.00	4,609.00 ✓

Vendor Totals: Number Name
11824 THE CRESCENT

Gross	Discount	No-Pay	Net
11,103.50	0.00	0.00	11,103.50

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	11,103.50	0.00	0.00	11,103.50

APPROVED ON

MAR 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

COUNTY AUDITOR ON

MAR 06 2025

03/06/2025

12:07

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 03/28/2025

0

ap_open_invoice.template

Vendor# Vendor Name

11836 GOLDENCREEK HEALTHCARE

Class Pay Code

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 022825		02/26/202	02/26/202	03/28/202			5,663.74	0.00	0.00	5,663.74 ✓
✓ 022825A	ins amt dep. into mmc opt error	02/26/202	02/26/202	03/28/202			4,841.33	0.00	0.00	4,841.33 ✓
✓ 022725		02/27/202	02/27/202	03/28/202			39.12	0.00	0.00	39.12 ✓
✓ 022825		02/28/202	02/28/202	03/28/202			5,219.09	0.00	0.00	5,219.09 ✓
✓ 030325		03/05/202	03/03/202	03/28/202			9,191.71	0.00	0.00	9,191.71 ✓
✓ 030425		03/05/202	03/04/202	03/28/202			4,160.95	0.00	0.00	4,160.95 ✓

Vendor Totals: Number Name

11836 GOLDENCREEK HEALTHCARE

Gross	Discount	No-Pay	Net
29,115.94	0.00	0.00	29,115.94

Report Summary

Grand Totals:

Gross
29,115.94

Discount
0.00

No-Pay
0.00

Net
29,115.94

APPROVED ON

MAR 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

MAR 06 2025

03/07/2025
08:50

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 03/28/2025

ap_open_invoice.template

Vendor# 13004 Vendor Name TUSCANY VILLAGE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 022725A		02/26/202	02/27/202	03/28/202			4,609.00	0.00	0.00	4,609.00 ✓
✓ 030325	ins. pmt. dep. into mmc opt. in error	03/03/202	03/03/202	03/28/202			400.00	0.00	0.00	400.00 ✓
✓ 030425		03/04/202	03/04/202	03/28/202			461.90	0.00	0.00	461.90 ✓
✓ 030625		03/06/202	03/06/202	03/28/202			4,650.00	0.00	0.00	4,650.00 ✓
✓ 022725ABC	Check was dep. into incorrect acct.	03/07/202	02/27/202	03/28/202			1,885.50	0.00	0.00	1,885.50 ✓
	ins. pmt. dep. into mmc opt. in error									
Vendor Totals: Number 13004 Name TUSCANY VILLAGE							Gross 12,006.40	Discount 0.00	No-Pay 0.00	Net 12,006.40

Grand Totals:

Gross	Discount	No-Pay	Net
12,006.40	0.00	0.00	12,006.40

APPROVED ON

MAR 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

03/06/2025
12:08

MAR 06 2025

MEMORIAL MEDICAL CENTER

AP Open Invoice List

0

ap_open_invoice.template

Due Dates Through: 03/28/2025

CALHOUN COUNTY, TEXAS

Vendor# Vendor Name

Class Pay Code

12792 ✓ BETHANY SENIOR LIVING

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 022625		02/27/202	02/26/202	03/28/202			2,104.74	0.00	0.00	2,104.74 ✓
✓ 022725		02/27/202	02/27/202	03/28/202			3,718.79	0.00	0.00	3,718.79 ✓

ins. pmt. dep. into mmc bot in error

Vendor Totals: Number Name
12792 BETHANY SENIOR LIVING

Gross	Discount	No-Pay	Net
5,823.53	0.00	0.00	5,823.53

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
	5,823.53	0.00	0.00	5,823.53

APPROVED ON

MAR 06 2025

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Cantex Transfer
Prosperity Accounts
3/10/2025

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 Health Care Center Ltd Co~~		36,188.99	28,781.67	34,038.50		41,444.42	34,038.50

Bank Balance
Variance

Leave in Balance 100.00

Routing Information for Ashford Gardens:

Y7 Comp 1 recon 7,305.92

Ashford Health Care Center Ltd Co
JP Morgan Chase Bank

Adjust Balance/Transfer Amt 34,038.50

~~Prosperity Accounts~~	57,124.16	54,548.87	26,995.68

Bank Balance 29,570.97
Variance 29,570.97

Leave in Balance 100.00
Y7 Comp 1 recon 2,475.29

Adjust Balance/Transfer Amt 26,995.68

~~Prosperity Accounts~~	339,134.08	336,991.02	35,561.97

Bank Balance 37,705.03
Variance 37,705.03

Leave in Balance 100.00
Y7 Comp 1 recon 2,043.06

Adjust Balance/Transfer Amt 35,561.97

~~Prosperity Accounts~~	61,470.07	59,079.06	9,605.44

Bank Balance 11,996.45
Variance 11,996.45

Leave in Balance 100.00
Y7 Comp 1 recon 2,251.01

Adjust Balance/Transfer Amt 9,605.44

~~Prosperity Accounts~~	209,375.87	207,007.44	17,722.98

Bank Balance 20,091.41
Variance 20,091.41

Leave in Balance 100.00
Y7 Comp 1 recon 2,268.43

Adjust Balance/Transfer Amt 17,722.98

34,038.50 +
26,995.68 +
35,561.97 +
9,605.44 +
17,722.98 +
123,924.57 0

Houston / Fort Bend / Broadmoor

APPROVED ON

MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

TOTAL TRANSFERS

123,924.57

Approved:

Steve Brock, CFO

3/10/2025

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 MNHC deposited to open account

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
3/7/2025 NOVITAS SOLUTION HCCLAIMPMT 675428 420000174	11,373.17						11,373.17
3/4/2025 Deposit	17,385.33						17,385.33
3/5/2025 WIRE OUT ASHFORD HEALTH CARE CENTER LTD	28,782.67						
3/5/2025 MANAGEANDNET1718 MNS PMNT D00000000000093 41	5,280.00						5,280.00
	34,038.50						34,038.50
28,782.67	34,038.50						34,038.50

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
3/4/2025 Deposit	8,015.30						8,015.30
3/5/2025 WIRE OUT CANTER HEALTH CARE CENTERS III	54,548.87						
3/5/2025 HNB - ECHO HCCLAIMPMT 746003411 440000235879	14,151.98						14,151.98
3/3/2025 HNB - ECHO HCCLAIMPMT 746003411 440000205962	4,828.40						4,828.40
	26,995.68						26,995.68
54,548.87	26,995.68						26,995.68

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2, 3 & Lapse	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
3/7/2025 DEVOTED HEALTH P HCCLAIMPMT 21000027730172	1,000.00						1,000.00
3/7/2025 CIGNA HCCLAIMPMT 1649860425 91000013044457	439.56						439.56
3/6/2025 Deposit	4,923.60						4,923.60
3/5/2025 WIRE OUT CANTER HEALTH CARE CENTERS III	336,991.02						
3/5/2025 HNB - ECHO HCCLAIMPMT 746003411 440000235879	16,770.30						16,770.30
3/3/2025 NOVITAS SOLUTION HCCLAIMPMT 676323 420000115	12,428.51						12,428.51
	35,561.97						35,561.97
336,991.02	35,561.97						35,561.97

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2, 3 & Lapse	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
3/6/2025 Deposit	5,472.68						5,472.68
3/5/2025 WIRE OUT CANTER HEALTH CARE CENTERS III	59,079.06						
3/4/2025 NOVITAS SOLUTION HCCLAIMPMT 675863 420000184	4,132.76						4,132.76
	9,505.44						9,505.44
59,079.06	9,505.44						9,505.44

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2, 3 & Lapse	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
3/7/2025 HNB - ECHO HCCLAIMPMT 746003411 440000221185	39.31						39.31
3/6/2025 Deposit	9,451.29						9,451.29
3/6/2025 NOVITAS SOLUTION HCCLAIMPMT 676310 420000112	4,277.55						4,277.55
3/5/2025 WIRE OUT CANTER HEALTH CARE CENTERS III	207,007.44						
3/4/2025 HNB - ECHO HCCLAIMPMT 746003411 440000283675	589.09						589.09
3/4/2025 HUMANA IHS CO HCCLAIMPMT 69687441 8300005306	1,650.00				1,860.00	558.00	1,302.00
3/4/2025 HUMANA CHA DISB HCCLAIMPMT 69785365 420000017	1,500.00						1,500.00
3/4/2025 HEALTH HUMANA SVC HCCLAIMPMT 17460094113007 2	5.74						5.74
	17,722.98				1,860.00	558.00	17,184.98
207,007.44	17,722.98				1,860.00	558.00	17,184.98
	123,924.57				1,860.00	558.00	123,366.57

TOTALS

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,589,449.92	\$1,695,309.81	\$1,589,449.92	\$1,739,741.69
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$41,444.42 ✓	\$56,156.81	\$41,444.42	\$30,071.25
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$29,570.97 ✓	\$29,570.97	\$29,570.97	\$29,570.97
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$37,705.03 ✓	\$58,205.03	\$37,705.03	\$36,265.47
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$20,091.41 ✓	\$85,839.46	\$20,091.41	\$20,052.10
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$11,996.45 ✓	\$11,996.45	\$11,996.45	\$11,996.45
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$136,494.17	\$141,799.58	\$136,494.17	\$116,561.17
*4551 CAL CO INDIGENT HEALTHCARE	\$9,660.17	\$9,660.17	\$9,660.17	\$9,660.17
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$188.00	\$188.00	\$188.00	\$188.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$101.30	\$101.30	\$101.30	\$101.30
*5506 MMC -NH BETHANY SENIOR LIVING	\$88,982.23	\$90,189.75	\$88,982.23	\$83,832.83
*3407 MMC -NH TUSCANY VILLAGE	\$127,897.38	\$131,192.04	\$127,897.38	\$127,897.38
*2998 MMC -MONEY MARKET FUND	\$764,700.30	\$764,700.30	\$764,700.30	\$764,700.30
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$39.76	\$39.76	\$39.76	\$39.76
Total Balance	\$2,858,321.51	\$3,074,949.43	\$2,858,321.51	\$2,970,678.84

Memorial Medical Center
Nursing Home UPL
Weekly Nexion Transfer
Prosperity Accounts
3/10/2025

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		184,432.48	177,472.62	129,534.31		136,494.17	129,534.31
						136,494.17	
						100.00	
						6,595.68	
						158.97	
						105.21	

Routing Information for Golden Creek:
Nexion Health at Golden Creek
Wells Fargo Bank, N.A.

Adjust Balance/Transfer Amt 129,534.31

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: 81
Steve Breck, CFO

3/10/2025

APPROVED ON

MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

3/7/2025 GOLDENCREEKHEALT MERC DEP 1220356 9100001899
 3/7/2025 Ann Health TX PAYMENT 21531 84307030001755
 3/6/2025 Deposit
 3/6/2025 TSYS/TRANSFIRST CR CD DEP 543684555876917 43
 3/6/2025 GOLDENCREEKHEALT MERC DEP 1220356 9100001486
 3/5/2025 WIRE OUT NEXION HEALTH 4/6/a GOLDEN CREEK HC
 3/5/2025 TSYS/TRANSFIRST CR CD DEP 543684555876917 43
 3/5/2025 GOLDENCREEKHEALT MERC DEP 1220356 9100001676
 3/4/2025 TSYS/TRANSFIRST CR CD DEP 543684555876917 43
 3/4/2025 GOLDENCREEKHEALT MERC DEP 1220356 9100001932
 3/3/2025 TSYS/TRANSFIRST CR CD DEP 543684555876917 43
 3/3/2025 TSYS/TRANSFIRST CR CD DEP 543684555876917 43

		MMC PORTION					NM PORTION
Transfer-Out	Transfer-In	QIPP/Camp1	QIPP/Camp 2	QIPP/Camp3	QIPP/Camp4 & Lapse	QIPP T1	
-	9,433.00	-	-	-	-	-	9,433.00
-	10,500.00	-	-	-	-	-	10,500.00
-	81,578.70	-	-	-	-	-	81,578.70
-	1,179.00	-	-	-	-	-	1,179.00
-	7,524.00	-	-	-	-	-	7,524.00
177,472.62	-	-	-	-	-	-	-
-	2,537.24	-	-	-	-	-	2,537.24
-	238.00	-	-	-	-	-	238.00
-	158.00	-	-	-	-	-	158.00
-	6,546.00	-	-	-	-	-	6,546.00
-	1,625.37	-	-	-	-	-	1,625.37
-	8,215.00	-	-	-	-	-	8,215.00
177,472.62	129,534.31	-	-	-	-	-	129,534.31

Balances Overview

Account Name

*4357 MEMORIAL MEDICAL - OPERATING	\$1,589,449.92	\$1,695,309.81	\$1,589,449.92	\$1,739,741.69
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$41,444.42	\$56,156.81	\$41,444.42	\$30,071.25
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$29,570.97	\$29,570.97	\$29,570.97	\$29,570.97
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$37,705.03	\$58,205.03	\$37,705.03	\$36,265.47
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$20,091.41	\$85,839.46	\$20,091.41	\$20,052.10
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$11,996.45	\$11,996.45	\$11,996.45	\$11,996.45
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$136,494.17	\$141,799.58	\$136,494.17	\$116,561.17
*4551 CAL CO INDIGENT HEALTHCARE	\$9,660.17	\$9,660.17	\$9,660.17	\$9,660.17
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$188.00	\$188.00	\$188.00	\$188.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$101.30	\$101.30	\$101.30	\$101.30
*5506 MMC -NH BETHANY SENIOR LIVING	\$88,982.23	\$90,189.75	\$88,982.23	\$83,832.83
*3407 MMC -NH TUSCANY VILLAGE	\$127,897.38	\$131,192.04	\$127,897.38	\$127,897.38
*2998 MMC -MONEY MARKET FUND	\$764,700.30	\$764,700.30	\$764,700.30	\$764,700.30
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$39.76	\$39.76	\$39.76	\$39.76
Total Balance	\$2,858,321.51	\$3,074,949.43	\$2,858,321.51	\$2,970,678.84

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
3/10/2025

	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Nursing Home		774.88	674.88	88.00			188.00	No Transfer
						Bank Balance	188.00	
						Variance		
						Leave in Balance	100.00	
						Adjust Balance/Transfer Amt	88.00	
Nursing Home		101.30					101.30	
						Bank Balance	101.30	
						Variance		
						Leave in Balance	100.00	
						Adjust Balance/Transfer Amt	1.30	
						TOTAL TRANSFERS	89.30	

Routing information for Gulf Points 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 3/10/2025

APPROVED ON
MAR 10 2025
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

[REDACTED]

3/5/2025 WIRE OUT HMG Rockport SNF, LP -Commercial
3/4/2025 HNB - ECHO MCCLAIMPMT 746003411 440000283675

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
674.88 ✓	88.00 ✓						88.00
674.88	88.00	-	-	-	-	-	88.00

[REDACTED]

No Activity

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
674.88	88.00	-	-	-	-	-	88.00

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,589,449.92	\$1,695,309.81	\$1,589,449.92	\$1,739,741.69
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$41,444.42	\$56,156.81	\$41,444.42	\$30,071.25
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$29,570.97	\$29,570.97	\$29,570.97	\$29,570.97
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$37,705.03	\$58,205.03	\$37,705.03	\$36,265.47
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$20,091.41	\$85,839.46	\$20,091.41	\$20,052.10
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$11,996.45	\$11,996.45	\$11,996.45	\$11,996.45
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$136,494.17	\$141,799.58	\$136,494.17	\$116,561.17
*4551 CAL CO INDIGENT HEALTHCARE	\$9,660.17	\$9,660.17	\$9,660.17	\$9,660.17
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$188.00 ✓	\$188.00	\$188.00	\$188.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$101.30 ✓	\$101.30	\$101.30	\$101.30
*5506 MMC -NH BETHANY SENIOR LIVING	\$88,982.23	\$90,189.75	\$88,982.23	\$83,832.83
*3407 MMC -NH TUSCANY VILLAGE	\$127,897.38	\$131,192.04	\$127,897.38	\$127,897.38
*2898 MMC -MONEY MARKET FUND	\$764,700.30	\$764,700.30	\$764,700.30	\$764,700.30
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$39.76	\$39.76	\$39.76	\$39.76
Total Balance	\$2,858,321.51	\$3,074,949.43	\$2,858,321.51	\$2,970,678.84

Memorial Medical Center
Nursing Home UPL
Weekly Tuscany Transfer
Prosperity Accounts
3/10/2025

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 Village~~		360,531.74	360,612.49	128,178.13			127,697.18	123,463.57
						Bank Balance Variance	127,697.18	
						Leave In Balance	100.00	
						Y7 Comp & recon	4,333.81	

Adjust Balance/Transfer Amt 123,463.57

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 MMHC deposited to open account.

Approved: 
Steve Brock, CFO 3/10/2025

APPROVED ON

MAR 10 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,589,449.92	\$1,695,309.81	\$1,589,449.92	\$1,739,741.69
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$41,444.42	\$56,156.81	\$41,444.42	\$30,071.25
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$29,570.97	\$29,570.97	\$29,570.97	\$29,570.97
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$37,705.03	\$58,205.03	\$37,705.03	\$36,265.47
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$20,091.41	\$85,839.46	\$20,091.41	\$20,052.10
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$11,996.45	\$11,996.45	\$11,996.45	\$11,996.45
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$136,494.17	\$141,799.58	\$136,494.17	\$116,561.17
*4551 CAL CO INDIGENT HEALTHCARE	\$9,660.17	\$9,660.17	\$9,660.17	\$9,660.17
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$188.00	\$188.00	\$188.00	\$188.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$101.30	\$101.30	\$101.30	\$101.30
*5506 MMC -NH BETHANY SENIOR LIVING	\$88,982.23	\$90,189.75	\$88,982.23	\$83,832.83
*3407 MMC -NH TUSCANY VILLAGE	\$127,897.38 ✓	\$131,192.04	\$127,897.38	\$127,897.38
*2998 MMC -MONEY MARKET FUND	\$764,700.30	\$764,700.30	\$764,700.30	\$764,700.30
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$39.76	\$39.76	\$39.76	\$39.76
Total Balance	\$2,858,321.51	\$3,074,949.43	\$2,858,321.51	\$2,970,678.84

Memorial Medical Center
Nursing Home UPL
Weekly HSL Transfer
Prosperity Accounts
3/10/2025

	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cls Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Nursing Home		120,415.57	121,875.00	90,441.66			88,982.23	88,560.54
							Bank Balance	
							Variance	
							Leave in Balance	100.00
							January Interest	168.85
							February Interest	152.89

Adjust Balance/Transfer Amt 88,560.54

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, CEO 3/10/2025

APPROVED ON
MAR 10 2025
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

3/7/2025 HOSPICE OF SOUTH Payments NF 111122650025816
 3/7/2025 CENTENE CORP HCCLAIMPMT 53101122310291
 3/6/2025 Deposit
 3/6/2025 36 TREAS 310 MISC PAY 746003411360012 1010
 3/5/2025 WIRE OUT REG Leased OpCo LLC
 3/5/2025 Deposit
 3/5/2025 CENTENE CORP HCCLAIMPMT 531012231539892
 3/4/2025 NDC SWEEP FAC 02330 56009680014861 SWEEP FR
 3/4/2025 HUMANA INS CO HCCLAIMPMT 69683129 8300005301
 3/3/2025 105H

		BANC PORTION					NN PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TL	
-	2,292.75	-	-	-	-	-	3,232.75
-	1,916.65	-	-	-	-	-	1,916.65
-	26,211.17	-	-	-	-	-	26,211.17
-	5,508.00	-	-	-	-	-	5,508.00
115,279.32	-	-	-	-	-	-	-
-	17,754.87	-	-	-	-	-	17,754.87
-	1,990.41	-	-	-	-	-	1,990.41
-	17,213.40	-	-	-	-	-	17,213.40
-	16,614.41	-	-	-	-	-	16,614.41
6,595.68	-	-	-	-	-	-	-
121,875.00	90,841.66	-	-	-	-	-	90,441.66

Balances Overview

Account Name				
*4357 MEMORIAL MEDICAL - OPERATING	\$1,589,449.92	\$1,695,309.81	\$1,589,449.92	\$1,739,741.69
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$41,444.42	\$56,156.81	\$41,444.42	\$30,071.25
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$29,570.97	\$29,570.97	\$29,570.97	\$29,570.97
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$37,705.03	\$58,205.03	\$37,705.03	\$36,265.47
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$20,091.41	\$85,839.46	\$20,091.41	\$20,052.10
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$11,996.45	\$11,996.45	\$11,996.45	\$11,996.45
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$136,494.17	\$141,799.58	\$136,494.17	\$116,561.17
*4551 CAL CO INDIGENT HEALTHCARE	\$9,660.17	\$9,660.17	\$9,660.17	\$9,660.17
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$188.00	\$188.00	\$188.00	\$188.00
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$101.30	\$101.30	\$101.30	\$101.30
*5506 MMC -NH BETHANY SENIOR LIVING	\$88,982.23	\$90,189.75	\$88,982.23	\$83,832.83
*3407 MMC -NH TUSCANY VILLAGE	\$127,897.38	\$131,192.04	\$127,897.38	\$127,897.38
*2998 MMC -MONEY MARKET FUND	\$764,700.30	\$764,700.30	\$764,700.30	\$764,700.30
*7168 MEMORIAL MEDICAL CENTER - LOCKBOX MONEY MKT	\$39.76	\$39.76	\$39.76	\$39.76
Total Balance	\$2,858,321.51	\$3,074,949.43	\$2,858,321.51	\$2,970,678.84