



June 25, 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 by Judge Vern Lyssy at 10am

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.

Kay McPherson voiced her concerns on EMS transporting between 7pm and 7am.

5. Approve June 11, 2025 and June 18, 2025 Commissioners' Court Meeting Minutes. (VLL)

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

6. KSBR, LLC will provide update on CDBG-MIT grants from the General Land Office. (VLL)

Katy Sellers with KSBR, LLC Gave an update on grants.

7. Consider and take necessary action to approve the new playground to be named Mckinley Faye playground. (DEH)

Commissioner Hall explained the inspiration for naming the playground.

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

8. Consider and take necessary action to approve Lavaca Lodge #36 to lay the cornerstone for the new Magnolia Beach VFD. (DEH)

Judge Beeler explained the importance in the laying of the stones and asked the court to approve.

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

9. Consider and take necessary action for an emergency purchase of a 2022 Ford F150 Police Responder \$34,995.00 & and 2022 Chevrolet Tahoe 2WD Police pkg \$34,795, from Chicago Motors. Total purchase is \$69,790. This purchase is necessary due to a shortage of patrol vehicles. (VLL)

Sheriff explained the price transparency to justify the cost.

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

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

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

11. Consider and take necessary action to reappoint Jessie Rodriguez III and Jack Wu to the Memorial Medical Center Board of Managers for two year terms expiring June, 2027. (VLL)

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

12. Consideration and possible action to accept the resignation of Stephen Mutchler from the Memorial Medical Center Board of Managers. (VLL)

Stephen Mutchler will serve until the position has been filled.

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

13. Public hearing concerning petition to Vacate a 3.3510 acre portion of Town of Olivia, Block A, as recorded in Volume Z, page 3 7 6 of the Plat records of Calhoun County, TX. (JMB)

Public Hearing opened at 10:33am
Terry Ruddick explained the petition to vacate.
Public Hearing closed at 10:35am

14. Consider and take necessary action to vacate a 3.3510 acre portion of Town of Olivia, Block A, as recorded in Volume Z, Page 376 of the Plat Records of Calhoun County, TX. (JMB)

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

15. Consider and take necessary action to approve the Final Plat of Town of Olivia, Block A, Resubdivision No. 2. (JMB)

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

16. Public Hearing concerning Petition to Vacate Lots 294 and 295 of the Sanctuary Subdivision Phase 2 as recorded in Volume Z, Page 711 of the Plat Records of Calhoun County, Texas. (GDR)

Public Hearing opened at 10:35am
Terry Ruddick explained the petition to vacate.
Public Hearing closed at 10:37am

17. Consider and take necessary action to Vacate Lots 294 and 295 of the Sanctuary Subdivision Phase 2 as recorded in Volume Z, Page 711 of the Plat Records of Calhoun County, Texas. (GDR)

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

18. Consider and take necessary action to approve the contract between Calhoun County and Shirley & Sons Construction Co. Inc., for Bid Number Bid No. 2025.05 - Calhoun County Bill Sanders Park - Swan Point Pavilion and authorize County Judge to sign all documents. (GDR)

Matt Glaze explained the contract.

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

19. Consider and take necessary action to approve the Project Manual for Bid Number 2025.09- Calhoun County Bill Sanders Park- Swan Point Paving & Sidewalk Improvements and authorize the County Auditor and Urban Engineering to advertise for bids. (GDR)

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

20. Accept and Approve the 2025 – 2026 HEBP Renewal Notice & Benefit confirmation rates with the Texas Association of Counties for employees medical, dental & vision insurance and authorize the Judge to execute all documents. (VLL)

Rhonda Kokena thanked the Court for absorbing the 5.20% increase for the County Employees.

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

21. Consider and take necessary action to authorize Commissioner Best to accept the proposal from JF Petroleum Group to replace the card reader for the fuel pumps at the Calhoun County Airport and sign all documentation. (RB)

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

22. Consider and take necessary action to allow the Sheriffs Office to send Jailer Keith Williams to the Academy at Victoria College and take funds from the training budget 760-66310. (VLL)

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

23. Accept Reports from the following County Offices:

a) Justice of the Peace Pct 3 – May, 2025

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

24. 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

25. Approval of bills and payroll. (VLL)

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

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

26. Adjourn.

10:54am JB/GR



CALHOUN COUNTY COMMISSIONERS' COURT PACKET COMPLETION SHEET

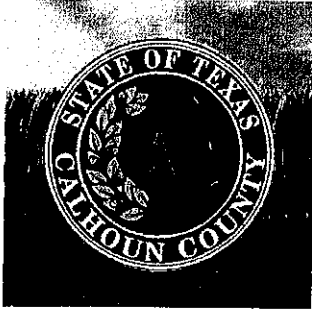
-
- ☒ All Agenda Items Properly Numbered
-
- ☒ Contracts Completed and Signed
-
- ☐ All 1295's Accepted
-
- ☒ All Documents for Clerk Signature Flagged
(All documents needing to be attested to need to be signed day of Commissioner's Court.)

On this 25th day of June 2025, the packet

for the 25th day of June 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

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, June 25, 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:

AT 10:10 FILED O'CLOCK A M

JUN 20 2025

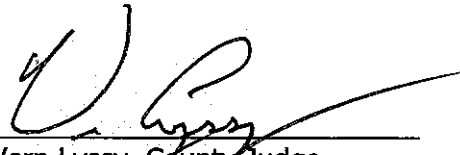
ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS

DEPUTY: *Karla Perez*

1. Call meeting to order.
2. Invocation.
3. Pledges of Allegiance.
4. General Discussion of Public Matters and Public Participation.
5. Approve June 11, 2025 and June 18, 2025 Commissioners' Court Meeting Minutes. (VLL)
6. KSBR, LLC will provide update on CDBG-MIT grants from the General Land Office. (VLL)
7. Consider and take necessary action to approve the new playground to be named McKinley Faye playground. (DEH)
8. Consider and take necessary action to approve Lavaca Lodge #36 to lay the cornerstone for the new Magnolia Beach VFD. (DEH)
9. Consider and take necessary action for an emergency purchase of a 2022 Ford F150 Police Responder \$34,995.00 & 2022 Chevrolet Tahoe 2WD Police pkg \$34,795, from Chicago Motors. Total purchase is \$69,790. This purchase is necessary due to a shortage of patrol vehicles. (VLL)
10. Consider and take necessary action to pay Colorado Materials, Inc. for order of Hot Mix Cold Laid as they did not have the bid, Quality Hot Mix, Inc. has the bid. Used wrong vendor by mistake. (RB)
11. Consider and take necessary action to reappoint Jessie Rodriguez III and Jack Wu to the Memorial Medical Center Board of Managers for two year terms expiring June, 2026. (VLL)

12. Consideration and possible action to accept the resignation of Stephen Mutchler from the Memorial Medical Center Board of Managers. (VLL)
13. Public hearing concerning petition to Vacate a 3.3510 acre portion of Town of Olivia, Block A, as recorded in Volume Z, page 376 of the Plat records of Calhoun County, TX. (JMB)
14. Consider and take necessary action to vacate a 3.3510 acre portion of Town of Olivia, Block A, as recorded in Volume Z, Page 376 of the Plat Records of Calhoun County, TX. (JMB)
15. Consider and take necessary action to approve the Final Plat of Town of Olivia, Block A, Resubdivision No. 2. (JMB)
16. Public Hearing concerning Petition to Vacate Lots 294 and 295 of the Sanctuary Subdivision Phase 2 as recorded in Volume Z, Page 711 of the Plat Records of Calhoun County, Texas. (GDR)
17. Consider and take necessary action to Vacate Lots 294 and 295 of the Sanctuary Subdivision Phase 2 as recorded in Volume Z, Page 711 of the Plat Records of Calhoun County, Texas. (GDR)
18. Consider and take necessary action to approve the contract between Calhoun County and Shirley & Sons Construction Co. Inc., for Bid Number Bid No. 2025.05 - Calhoun County Bill Sanders Park - Swan Point Pavilion and authorize County Judge to sign all documents. (GDR)
19. Consider and take necessary action to approve the Project Manual for Bid Number 2025.09- Calhoun County Bill Sanders Park- Swan Point Paving & Sidewalk Improvements and authorize the County Auditor and Urban Engineering to advertise for bids. (GDR)
20. Accept and Approve the 2025 – 2026 HEBP Renewal Notice & Benefit confirmation rates with the Texas Association of Counties for employees medical, dental & vision insurance and authorize the Judge to execute all documents. (VLL)
21. Consider and take necessary action to authorize Commissioner Best to accept the proposal from JF Petroleum Group to replace the card reader for the fuel pumps at the Calhoun County Airport and sign all documentation. (RB)
22. Consider and take necessary action to allow the Sheriffs Office to send Jailer Keith Williams to the Academy at Victoria College and take funds from the training budget 760-66310. (VLL)
23. Accept Reports from the following County Offices:
 - a) Justice of the Peace Pct 3 – May, 2025
24. Consider and take necessary action on budget adjustments. (VLL)
25. Approval of bills and payroll. (VLL)

26. Adjourn.


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.calhouncotx.org under "Commissioners' Court Agenda" for any official court postings.

04

Calhoun County Commissioners Court

Public Participation Form

1. Review Rules of Procedure, Conduct and Decorum.
2. Fill out Public Participation Form completely and submit to the Clerk.
3. When agenda item is called, clearly state your name into the microphone.
3 minutes will begin once you approach the podium.

(Please print)

Name: Kay McPherson

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

Please provide the name: Kay McPHERSON

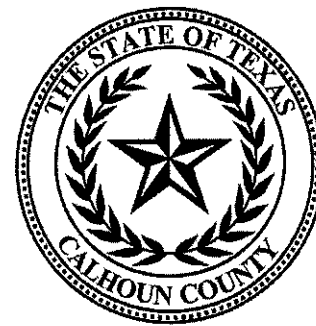
Which agenda item do you wish to address? Cal. EMS

NOTE: By submitting this request to address the Calhoun County Commissioners Court (the "Commissioners Court"), I agree to state my name for the Commissioners Court's record and to comply with the Rules of Procedure, Conduct and Decorum. I understand the Commissioners Court is not a proper forum to publicly demean any group or individual and that the use of any profane, insulting, demeaning or threatening language directed toward the Commissioners Court and/or any group or individual and/or the use of any slurs or epithets relating to race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals will not be tolerated. I also understand that in order to prevent distractions and interruptions to the orderly business being conducted by the Commissioners Court, I shall not display or bring into the Commissioners Courtroom items including, but not limited to signs; placards; posters; photographs; flags; personal property structures or personal property items other than personal effects, notebooks, laptops and personal devices; or other related items unless such items are requested by the Commissioners Court for demonstration purposes in relation to a specific Agenda Item being considered by the Commissioners Court. I acknowledge and agree that, if I fail to conduct myself according to the Rules, the remainder of my speaking time may be cancelled; I may be removed from the meeting; receive a Contempt of Court citation pursuant to Chapter 81 of the Texas Local Government Code; be charged under Texas Penal Code Section 42.05 (Disrupting Meeting or Procession); be charged under Texas Penal Code Section 38.13 (Hindering Proceedings By Disorderly Conduct); lose my speaking privileges; and/or receive any such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes, and Codes of the State of Texas.

I have read and agree to abide by the Calhoun County Rules of Procedure, Conduct and Decorum at Meetings of the Calhoun County Commissioners Court.

Signature: Kay McPherson

Date: 6/29/2025



June 25, 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 by Judge Vern Lyssy at 10am

2. Invocation.

Commissioner David Hall

3. Pledges of Allegiance.

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

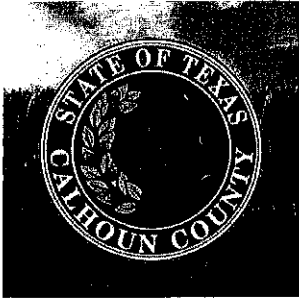
4. General Discussion of Public Matters and Public Participation.

Kay McPherson voiced her concerns on EMS transporting between 7pm and 7am.

05

5. Approve June 11, 2025 and June 18, 2025 Commissioners' Court Meeting Minutes. (VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
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

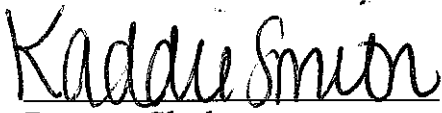
The Commissioners' Court of Calhoun County, Texas met on Wednesday,
June 18, 2025, at 10:00 a.m. in the Commissioners' Courtroom in the
County Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun
County, Texas.

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

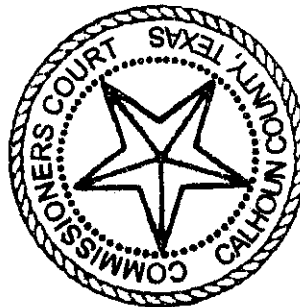


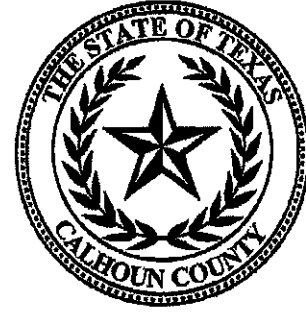
Vern Lyssy, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk



Kaddie Smith
Deputy Clerk





June 18, 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
(ABSENT) Anna Goodman
By: Kaddie Smith

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

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

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.

Residents of precent 2 explained concerns with drainage.

Commissioner Reese explained the Water Safari was cut short due to the rising river, and Hunter Hadley's Quest gave out 598 plates of food to participants.

5. Approve May 27, 2025 Commissioners' Court Executive Session Meeting Minutes. (VLL)

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

6. Approve June 10th, 2025 Commissioners' Court Special Meeting. (VLL)

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

7. Recognize Calhoun County EMS for their contribution to saving lives in our community with the American Heart Associations "2025 Mission: Lifeline EMS- Gold with Target: Heart Attack Honor Roll Achievement Award". (VLL)

Dustin Jenkins recognized medics who contributed to receiving the award.

8. Presentation on Clean Coastal Texas. (VLL)

Scott Jones with Texas Community Watershed Partners gave a presentation.

9. Consider and take necessary action on transferring Inventory No. 265-0004 (whirlpool refrigerator) from Human Resources to County Treasurer. (VLL)

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

10. Consider and take necessary action to accept into County Inventory from Magnolia Beach Volunteer Fire Department and Texas A&M Forest Service a 2007 AM General 2.2 Ton Cargo truck serial number 606587 to be used as a brush truck. (DEH)

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

11. Consider and take necessary action to approve Change Order No. 1 with Fun Abounds, Inc. for Bid No. 2024.08 - Infrastructure at Little Chocolate Bayou County Park Playground Improvements Phase 2 for Calhoun County, Texas – Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order No. E-1 and authorize the County Judge to sign. (DEH)

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

12. Consider and take necessary action to authorize Commissioner Best to accept the proposal from JF Petroleum Group to replace the card reader for the fuel pumps at the Calhoun County Airport and sign all documentation. (RB)

pass

13. Consider and take necessary action to authorize Commissioner Behrens to sign quote (#12680) with Fun Abounds Playgrounds for the demo of existing playground structure and installation of an upgrade custom playground structure at Olivia Haterius Park and to be paid with GOMESA funds. (JMB)

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

14. Consider and take necessary action to approve G & W Engineers, Inc. being the Designated Agent for the King Fisher Pier Extension Project as it relates to the Texas Department of Licensing & Regulation for Architectural Barriers and authorize Commissioner Reese to sign the appropriate form(s). (GDR)

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

15. Consider and take necessary action to accept Quit Claim Deed from the Stofer Limited Partnership for the following property:

Being 8.0 acres, more or less, in the Santiago Gonzales Survey, A-19, in Calhoun County, Texas, being identified under Property ID 32080 with Calhoun County Appraisal District as un-platted property adjacent to Park St. & between Pierce St. & Van Buren St., In Town site of Port O'Connor, Calhoun County, Texas, according to the established Map & Plat of record in Volume 2, page 001, of the Deed Records, Calhoun County, Texas LESS AND EXCEPT that 0.761 acre tract of land, in the Santiago Gonzales Survey, A-19, in Calhoun County, Texas, being described by meets and bounds in that Special Warranty Deed dated March 27, 2025 from The Stofer Limited Partnership et al to Calhoun County, Texas and being recorded in Document No. 2025-00813, Official Public Records of Calhoun County, Texas. (GDR)

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

16. The County of Calhoun recommends extending contracts for KSBR, LLC, and G&W Engineering, Inc. to complete their work under the CDBG-MIT grant contract 22-085-014-D-245 from January 31, 2025 to September 30, 2026. The County also authorized the County Judge to sign this amendment. (VLL)

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

17. Consider and take necessary action to declare the following items surplus/salvage and remove from Information Technology Inventory. (VLL)

(1) Inventory No: 435-0028	Meilink Safe
(2) Inventory No: 403-0008	Tables, Metal 67" X 34"
(3) Inventory No: 495-0073A	Workstations/2 Desks

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

18. Consider and take necessary action to declare the attached list of items waste and remove from Information Technology Inventory. (VLL)

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

19. Discuss and take action on an order authorizing the issuance, sale and delivery of Calhoun County, Texas Tax Note, series 2025; Securing the payment thereof by authorizing the levy of an annual ad valorem tax; and approving and authorizing the execution of a purchase letter and all other Instruments and procedures related thereto. (VLL)

Anne with Hilltop Securities gave the report. Court agreed to select option 1.

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

20. Consider and take necessary action to authorize Kelley Ashley, Children Librarian, to accept the Lewis R. and Juaniece Madden Foundation Grant in the amount of \$25,000. (VLL)

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

21. Consider and take necessary action for monies from auction proceeds on 5/29/2025 in the amount of \$8,311.50 to be deposited in the Sheriff's Office line item 760-53995 (uniforms).

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

22. 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. (VLL)

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

23. Consider and take necessary action to authorize Decorus Services Group Inc. to serve beer, wine and mixed drinks at the Lone Star Shootout at the Port O'Connor Community Center and Pavillion on July 22-27, 2025 and authorize County Judge to sign all documentation.

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

24. Accept Reports from the following County Offices:

- a) Justice of the Peace Pct. 3 – February, 2025
- b) Sheriff Department – May, 2025

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

25. Consider and take necessary action on 2025 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

26. Approval of bills and payroll. (VLL)

MMC:

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

Indigent Helathcare:

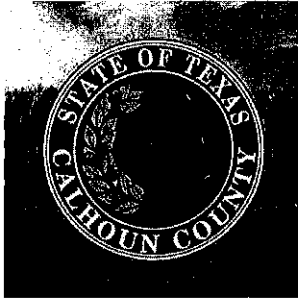
RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Hall, Commissioner Pct 1
SECONDER: Gary Reese, Commissioner Pct 4
AYES: Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

County Bills:

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

27. Adjourn. (VLL)

11:20am
GR/JB

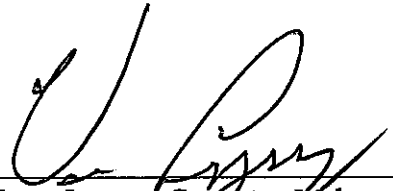


Vern L. Lyssy
County Judge

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

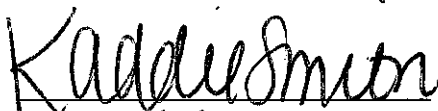
The Commissioners' Court of Calhoun County, Texas met on Wednesday,
June 11, 2025, at 10:00 a.m. in the Commissioners' Courtroom in the County
Courthouse at 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County,
Texas.

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

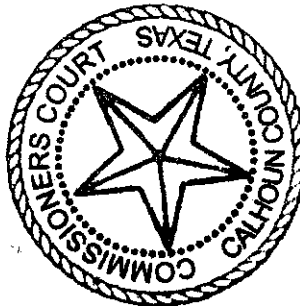


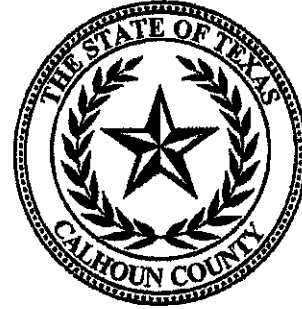
Vern Lyssy, County Judge
Calhoun County, Texas

Anna Goodman, County Clerk



Kaddie Smith
Deputy Clerk





June 11, 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
(ABSENT) Anna Goodman
By: Kaddie Smith

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

The subject matter of such meeting is as follows:

1. Call meeting to order.

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

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.

Patrick Schubert introduced Dispatcher, Alexa, presented her with a job well done and thank you for her outstanding service.

5. Approve May 23, 2025 Commissioners' Court Meeting Minutes. (VLL)

pass

6. MMC Report presented by Erin Clevenger. (VLL)

Erin Clevenger gave the report for May 2025

7. Consider and take necessary action to close Water Street, between 13th Street and the POC Fishing Center west of 15th Street and 14th Street between Commerce Street and Water Street Friday, July 25, 2025 between the hours of 7:00 p.m. – Midnight and Saturday, July 26, 2025 1:00 p.m. – 7:30 p.m. In Port O'Connor, Texas. (GDR)

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

8. Consider and take necessary action to award qualified bidder on Bid No. 2025.05- Calhoun County Bill Sanders Park- Swan Point Pavilion Seadrift, Texas. (GDR)

Bid was awarded to Shirley and Sons Construction.

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

9. Consider and take necessary action to reappoint Stephen Mutchler, Jessie Rodriguez III and Jack Wu to the Memorial Medical Center Board of Managers for two year terms expiring June, 2026. (VLL)

pass

10. Consider and take necessary action to approve agreement with CFI Mechanical, Inc. to replace Chiller at the Calhoun County Courthouse and have Judge Lyssy sign all necessary documentation. (VLL)

Add option 1 for 2- 5 year warranty.

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 following items as waste and remove from Information Technology Inventory. (VLL)

(1) Inventory No: 435-0028	MEILINK Safe
(2) Inventory No: 403-0008	Tables, Metal 67' X 34'
(3) Inventory No: 495-0073A	Workstations/2 Desk

pass

12. Consider and take necessary action to declare the following item as waste and remove from Emergency Management Inventory. (VLL)

(1) Inventory No: 406-0152 UHF Repeater 400-470 MHZ, UHF Duplexer 40 Watts, JTPS358CM Supply W/Battery Back Up (JETSTREAM), Cables

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

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

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

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

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

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

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

16. Consider and take necessary action to approve the contract document between Calhoun County and Mesotech International for Bid Number 2025.06 – AWOS Installation Project for 24AWPLAV Calhoun County Airport in Port Lavaca, Texas that was awarded on April 30, 2025 and authorize County Judge to sign on necessary documents. (VLL)

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

17. Approve the Professional Engineering Contract (awarded through RFQ 2020.07) and Grant Administration (awarded through RFQ 2020.06) Contracts for GLO Contract No. 24-065-152-F011 (HMID) for mitigation projects awarded by the Texas General Land Office. These projects include drainage improvements in the neighborhoods of Crestview, Hackberry, Port Alto, Seakist, and Westside, as well as the construction of the Magnolia Beach Fire Station. (VLL)

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

18. Pass and approve a resolution that reaffirms Civil Rights Policies, along with their Coordinator and Officer appointments, and authorizes the Emergency Management Coordinator and County Judge to sign any necessary Civil Rights forms. (VLL)

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

19. Pass and approve a resolution authorizing the signatories for all awarded Community Development Block Grants from the Texas General Land Office. (VLL)

Judge Lyssy read the resolution.

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

20. The County of Calhoun recommends contract extensions for KSBR, LLC, and G&W Engineering, Inc., and Lester Contracting Inc. to complete their scope of work for CDBG-MIT grant contract 22-085-014-D245 from January 31, 2025, to September 30, 2026. The County also authorizes the judge to sign this amendment. (VLL)

pass

21. The County of Calhoun recommends contract extensions for KSBR, LLC, and G&W Engineering, Inc. to complete their scope of work for CDBG-DR grant contract No. 20-065-064-C182 from February 28, 2025, to October 30, 2026. The County also authorizes the judge to sign this amendment. (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 renew the Service Contract for the EMS Seadrift Location with Hurt's Wastewater Management, Ltd. and have EMS Director sign all documentation. (VLL)

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

23. Consider and take necessary action to authorize Dina Sanchez, the Calhoun County Library Director, to sign the contract with Allegion Access Technologies LLC to have automatic door operators installed. (VLL)

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

24. Consider and take necessary action to approve the Preliminary Plat of the Replat of Lots 5 and 6 in Block 66 of the Port O'Connor Townsite situated in the Santiago Gonzales Survey, Abstract No. 19, Calhoun County, Texas as recorded in Volume 2, Page 001 of the Calhoun County Plat Records. (GDR)

Henry Danysh explained the Preliminary Plat.

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

25. Consider and take necessary action to remove the following items (see attached list) from the Sheriff's Office Inventory List and declare waste. (VLL)

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

26. Consider and take necessary action to transfer items on Departmental Inventory Transfer Request form from the Sheriff's Office and remove from our inventory list. (VLL)

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

27. Consider and take necessary action to award qualified bidder on Bid No. 2025.05- Calhoun County Bill Sanders Park- Swan Point Pavilion Seadrift, Texas. (GDR)

pass

28. Consider and take necessary action to support a resolution for immediate federal action to combat the threat of the new world screwworm fly to livestock, wildlife, and the rural economy. (VLL)

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

29. Accept Reports from the following County Offices:

- a) Justice of the Peace Pct 1 – May, 2025
- b) Justice of the Peace Pct 2 – May, 2025
- c) Justice of the Peace Pct 4 – May, 2025
- d) Justice of the Peace Pct 5 – May, 2025
- e) County Clerk – May, 2025
- f) Floodplain Administration – May, 2025
- g) District Clerk – May, 2025

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

30. Consider and take necessary action on 2025 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

31. Approval of bills and payroll. (VLL)

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

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

32. Adjourn. (VLL)

10:42am GR/JB

06

6. KSBR, LLC will provide update on CDBG-MIT grants from the General Land Office. (VLL)

Katy Sellers with KSBR, LLC Gave an update on grants.

07

7. Consider and take necessary action to approve the new playground to be named Mckinley Faye playground. (DEH)

Commissioner Hall explained the inspiration for naming the playground.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Hall, Commissioner Pct 1
SECONDER:	Ronald Best, Commissioner Pct 2
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

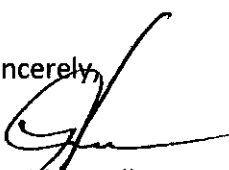
RE: AGENDA ITEM

Dear Judge Lyssy,

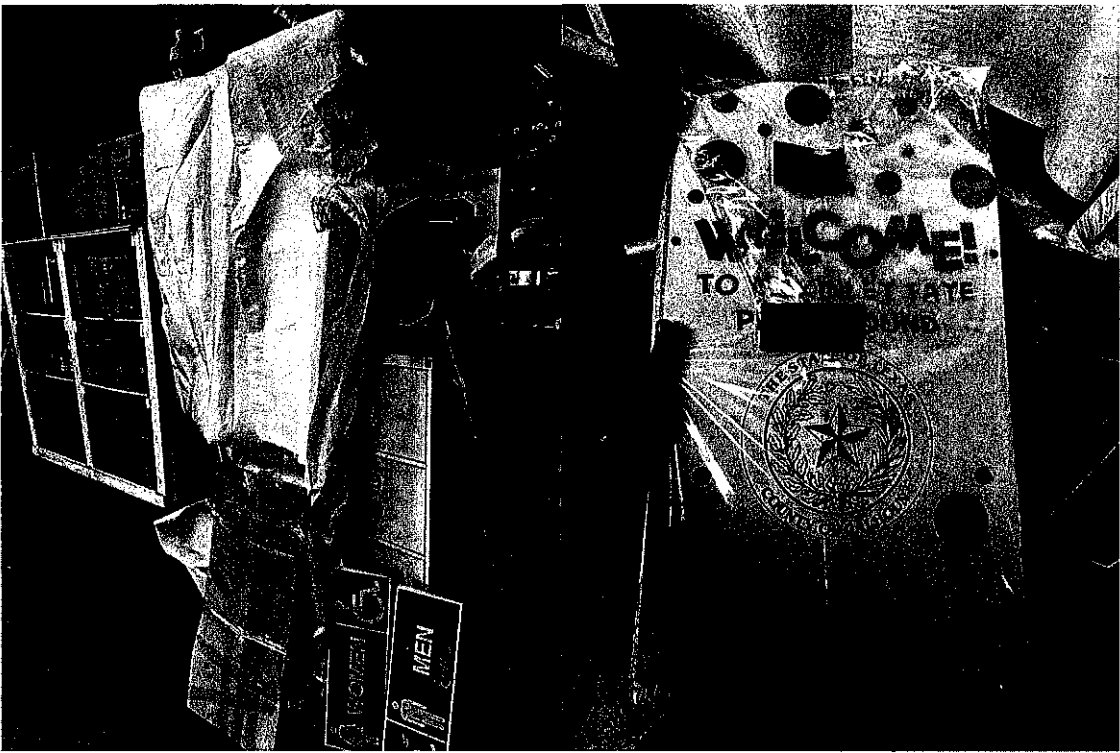
Please place the following item on the Commissioners' Court Agenda for June 25th, 2025.

- Consider and take necessary action to approve the new playground to be named Mckinley Faye playground

Sincerely,


David E. Hall

DEH/apt



08

8. Consider and take necessary action to approve Lavaca Lodge #36 to lay the cornerstone for the new Magnolia Beach VFD. (DEH)

Judge Beeler explained the importance in the laying of the stones and asked the court to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
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

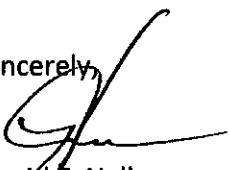
RE: AGENDA ITEM

Dear Judge Lyssy,

Please place the following item on the Commissioners' Court Agenda for June 25th, 2025.

- Consider and take necessary action to approve Lavaca Lodge #36 to lay the cornerstone for the new Magnolia Beach VFD

Sincerely,


David E. Hall

DEH/apt

09

9. Consider and take necessary action for an emergency purchase of a 2022 Ford F150 Police Responder \$34,995.00 & and 2022 Chevrolet Tahoe 2WD Police pkg \$34,795, from Chicago Motors. Total purchase is \$69,790. This purchase is necessary due to a shortage of patrol vehicles. (VLL)

Sheriff explained the price transparency to justify the cost.

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

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

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

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

MEMO TO: VERN LYSSY, COUNTY JUDGE

SUBJECT: EMERGENCY PURCHASE OF 2 VEHICLES

DATE: JUNE 16, 2025

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

AGENDA FOR JUNE 25, 2025

* Consider and take necessary action for an emergency purchase of a 2022 Ford F150 Police Responder \$34,995.00 & and 2022 Chevrolet Tahoe 2WD Police pkg \$34,795, from Chicago Motors. Total purchase is \$69,790. This purchase is necessary due to a shortage of patrol vehicles.

Sincerely,

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

Bobbie Vickery
Calhoun County Sheriff



Bill of Sale

CHICAGO MOTORS INC.
2553 W. CHICAGO AVE.
CHICAGO, IL 60622
Office Phone: (773) 235-6500
sales@chicagomotors.com

Bill of Sale Number: 1250610865
Bill of Sale Date: 06/11/2025
Payment Terms: Due Prior to
Delivery
Bill of Sale Amount: 69,790.00

Register & Title To
Calhoun County
211 S Ann St
Suite 105
Port Lavaca, TX 77979
Office Phone: 361-553-4646 - JENNY
joe.garcia@calhouncotx.org

Ship To
Calhoun County
211 S Ann St
Suite 105
Port Lavaca, TX 77979
Office Phone: 361-553-4646 - JENNY
joe.garcia@calhouncotx.org

Item Name	Quantity	Unit Price	Total
R-5614 - 2022 Chevrolet Tahoe 2WD PPV Police VIN: 1GNSCLE2NR197552 - MILEAGE: 40,982 - COLOR: WHITE	1.00	34,795.00	34,795.00
R-5569 - 2022 Ford F-150 Police Responder 3.5L V6 Twin-Turbo EcoBoost VIN: 1FTFW1P85NKD26009 - MILEAGE: 48,998 - COLOR: WHITE	1.00	34,995.00	34,995.00
SHIPPING TO 77979 INCLUDED WITH PURCHASE - \$1000 VALUE	2.00	0.00	0.00

Comments:

TERMS & CONDITIONS:

1. Vehicles are sold AS-IS-WHERE-IS, with no implied warranty or guarantee. Factory Warranty and/or open recalls may apply.
2. Full Payment is due PRIOR to delivery.
3. If paying by check, please make it payable to "CHICAGO.MOTORS INC", and please send it via UPS or FedEx to: 2553 W. Chicago Ave. Chicago, IL 60622.

Subtotal: \$ 69,790.00
Bill of Sale Amount \$ 69,790.00

Customer Signature & Date

Jasen Yagiz - CMI 06/11/2025
Seller Signature & Date

Application for Texas Title and/or Registration

Applying for (please check one): ☐ Title & Registration ☐ Title Only ☐ Registration Purposes Only ☐ Nontitle Registration							TAX OFFICE USE ONLY	
For a corrected title or registration, check reason: ☐ Vehicle Description ☐ Add/Remove Lien ☐ Other: _____							☐ Title ☐ Appraisal Value	
1. Vehicle Identification Number 1GNSCLED2NR197552	2. Year 2022	3. Make CHEVROLET	4. Body Style SUV	5. Model TAHOE	6. Major Color WHITE	7. Minor Color WHITE		
8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is: ☐ Not Actual ☐ Exceeds Mechanical Limits ☐ Exempt		11. Empty Weight	12. Carrying Capacity (if any)			
13. Applicant Type ☐ Individual ☐ Business ☐ Government ☐ Trust ☐ Non-Profit							14. Applicant Photo ID Number or FEIN/EIN	
15. ID Type ☐ U.S. Driver License/ID Card (Issued by: _____) ☐ NATO ID ☐ U.S. Dept. of State ID ☐ Passport (Issued by: _____) ☐ U.S. Military ID ☐ U.S. Dept. of Homeland Security ID ☐ U.S. Citizenship & Immigration Services/DOI ID ☐ Other Military Status of Forces Photo ID								
16. Applicant First Name (or Entity Name) Calhoun County			Middle Name	Last Name		Suffix (if any)		
17. Additional Applicant First Name (if applicable)			Middle Name	Last Name		Suffix (if any)		
18. Applicant Mailing Address 211 S Ann St - Suite 105			City Port Lavaca	State TX	Zip 77979	19. Applicant County of Residence CALHOUN		
20. Previous Owner Name (or Entity Name) CHICAGO MOTORS INC. - 2553 W. CHICAGO AVE. CHICAGO, IL 60622			City	State	21. Dealer GDN (if applicable) 4235	22. Unit No. (if applicable)		
23. Renewal Recipient First Name (or Entity Name) (if different)			Middle Name	Last Name		Suffix (if any)		
24. Renewal Notice Mailing Address (if different)			City	State		Zip		
25. Applicant Phone Number (optional) 361-553-4646		26. Email (optional)		27. Registration Renewal eReminder ☐ Yes (Provide Email in #26)		28. Communication Impediment? ☐ Yes (Attach Form VTR-216)		
29. Vehicle Location Address (if different)			City	State		Zip		
30. Multiple (Additional) Liens ☐ Yes (Attach Form VTR-267)		31. Electronic Title Request ☐ Yes (Cannot check #30)		32. Certified/eTitle Lienholder ID Number (if any)			33. First Lien Date (if any)	
34. First Lienholder Name (if any)		Mailing Address		City		State		Zip
35. Check only if applicable: ☐ I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)). ☐ I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____								
36. Trade-In (if any) ☐ Yes (Complete)		Year	Make	Vehicle Identification Number			37. Additional Trade-In(s) ☐ Yes	
38. Check only if applicable: ☐ (a) Sales Price (\$ _____ rebate has been deducted) (b) Less Trade-In Amount, described in Box 36 above (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Box 36 above (d) Taxable Amount (Item a minus Item b or Item c) (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) (f) Late Tax Payment Penalty ☐ 5% or ☐ 10% (g) Tax Paid to _____ (STATE) (h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)				SALES AND USE TAX COMPUTATION ☐ \$90 New Resident Tax - (Previous State) ☐ \$5 Even Trade Tax ☐ \$10 Gift Tax - Attach Comptroller Form 14-317 ☐ \$65 Rebuilt Salvage Fee ☐ 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) ☐ 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) ☐ Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: ☐ \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)				
CERTIFICATION - State law makes falsifying information a third degree felony I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). ☐ (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.								
Signature(s) of Seller(s), Donor(s), or Trader(s) <i>Yaseen Yahya</i>				Printed Name(s) (Same as Signature(s)) YASEEN YAHYA - GENERAL MANAGER				Date 06/11/25
Signature of Applicant/Owner				Printed Name (Same as Signature)				Date
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))				Date

CERTIFICATE OF TITLE

Titleholder's Name UNSCOLDED 2149 524		Plate No. 173972524		Plate Number 173972524	
State FL	County WAL	Vehicle Brand POLICE	Vehicle Model POLICE	Year 08/23/2022	By THE
Odometer Status or Vehicle Identification No. 46 971 MI 02/08/2025 ACTUAL			Engine Drive 1	Year of Issue 03/26/2025	Date 03/26/2025

Registered Owner
HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2210 N. FALKENBURG RD
TAMPA, FL 33613

DUPLICATE

First Lienholder
NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch

Robert R. Kynoch
Director

Control Number **173972524**

David M. Kerner

David M. Kerner
Executive Director

314943 3 / 1 173972524

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Regional motor vehicle law requires that the seller state the true and correct purchase price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. This title is warranted to be true from any false entry as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchase Price
Chicago Motors Inc
2965 West Chicago Ave
Chicago, IL 60622

Address
13875

Seller Must Enter Selling Price
Chicago, IL 60622

Seller Must Enter Date Sold
3805

I declare that this ☒ **is** **not** **an** **actual** **mileage** **reading** **on** **the** **odometer** **now** **reads** **17397** **mi** **(no** **zero** **in** **the** **ones** **place** **and** **I** **hereby** **certify** **that** **to** **the** **best** **of** **my** **knowledge** **the** **odometer** **reading** **is** **in** **excess** **of** **its** **mechanical** **limits** **and** **I** **am** **not** **the** **actual** **mileage** **reading** **on** **the** **odometer** **now** **reads** **17397** **mi** **(no** **zero** **in** **the** **ones** **place** **and** **I** **hereby** **certify** **that** **to** **the** **best** **of** **my** **knowledge** **the** **odometer** **reading** **is** **in** **excess** **of** **its** **mechanical** **limits** **and** **I** **am** **not** **the** **actual** **mileage** **reading** **on** **the** **odometer** **now** **reads** **17397** **mi** **(no** **zero** **in** **the** **ones** **place** **and** **I** **hereby** **certify** 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FIRST REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No. _____		Selling Dealer's Name _____		To _____	
	Selling Dealer's Address _____		Date Sold _____			
	Purchaser's Name(s) _____		Address _____			
	I/WE STATE THAT THIS ☐ 5 OR ☐ 4 DIGIT ODOMETER NOW READS (NO TENTHS MILES DATE READ _____) AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING _____					
	CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX ☐ REFLECTS ACTUAL MILEAGE ☐ IS IN EXCESS OF ITS MECHANICAL LIMITS ☐ IS NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY APPLIES TO 5-DIGIT ODOMETERS					
	Purchaser Must Sign Here: _____		Co-Purchaser Must Sign Here: _____			
	Print Here: _____		Print Here: _____			
	Seller/Agent Must Sign Here: _____		Auction Name (When Applicable): _____			
	Print Here: _____		Auction License Number: _____			
	Selling Dealer's License No. _____		Selling Dealer's Name _____		Tax No. _____ Tax Collected: _____	
SECOND REASSIGNMENT BY LICENSED DEALER	Selling Dealer's Address _____		Date Sold _____			
	Purchaser's Name(s) _____		Address _____			
	I/WE STATE THAT THIS ☐ 5 OR ☐ 4 DIGIT ODOMETER NOW READS (NO TENTHS MILES DATE READ _____) AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING _____					
	CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX ☐ REFLECTS ACTUAL MILEAGE ☐ IS IN EXCESS OF ITS MECHANICAL LIMITS ☐ IS NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY APPLIES TO 5-DIGIT ODOMETERS					
	Purchaser Must Sign Here: _____		Co-Purchaser Must Sign Here: _____			
	Print Here: _____		Print Here: _____			
	Seller/Agent Must Sign Here: _____		Auction Name (When Applicable): _____			
	Print Here: _____		Auction License Number: _____			
	Selling Dealer's License No. _____		Selling Dealer's Name _____		Tax No. _____ Tax Collected: _____	
	THIRD REASSIGNMENT BY LICENSED DEALER	Selling Dealer's Address _____		Date Sold _____		
Purchaser's Name(s) _____		Address _____				
I/WE STATE THAT THIS ☐ 5 OR ☐ 4 DIGIT ODOMETER NOW READS (NO TENTHS MILES DATE READ _____) AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING _____						
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX ☐ REFLECTS ACTUAL MILEAGE ☐ IS IN EXCESS OF ITS MECHANICAL LIMITS ☐ IS NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY APPLIES TO 5-DIGIT ODOMETERS						
Purchaser Must Sign Here: _____		Co-Purchaser Must Sign Here: _____				
Print Here: _____		Print Here: _____				
Seller/Agent Must Sign Here: _____		Auction Name (When Applicable): _____				
Print Here: _____		Auction License Number: _____				
Selling Dealer's License No. _____		Selling Dealer's Name _____		Tax No. _____ Tax Collected: _____		



Secretary of State
Odometer Disclosure Statement for Title Transfers

This space for use by
Secretary of State

Secretary of State
Vehicle Services Department
501 S. Second St., Rm. 055
Springfield, IL 62756

www.ilsos.gov

Federal and state laws require that you state the mileage
in a transfer of ownership. Failure to complete or
providing a false statement may result in fines and/or
imprisonment.

I, CHICAGO MOTORS INC., certify to the best of my knowledge that the odometer
reading now reads 40,982 (no tenths) miles and reflects the actual mileage of the vehicle described
below, unless one of the following statements is checked:

- ☐ The mileage stated is in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. Warning odometer discrepancy.

Year 2022 Make Chevrolet Body Type SUV Model TAHOE

Vehicle Identification Number 1GNSCLED2NR197552

Seller's Signature Josue J. Gomez - GM

Seller's Printed Name CHICAGO MOTORS INC.

Seller's Address 2553 W. CHICAGO AVE.

CHICAGO, IL 60622

Seller's Certification Date 06/11/2025

To be completed by the buyer

Buyer's Signature _____

Buyer's Printed Name Calhoun County

Buyer's Address 211 S Ann St. Suite 105

Port Lavaca, TX 77979

Buyer's Acknowledgment Date 06/11/2025

Application for Texas Title and/or Registration

Applying for (please check one): ☐ Title & Registration ☐ Title Only ☐ Registration Purposes Only ☐ Nontitle Registration						TAX OFFICE USE ONLY	
For a corrected title or registration, check reason: ☐ Vehicle Description ☐ Add/Remove Lien ☐ Other: _____						County: _____ SPV: _____ Appraised Value: \$ _____	
1. Vehicle Identification Number 1FTFW1P85NKD26009		2. Year 2022	3. Make FORD	4. Body Style PICKUP	5. Model F150	6. Major Color WHITE	7. Minor Color WHITE
8. Texas License Plate No.	9. Odometer Reading (no tenths) 48,998	10. This is the Actual Mileage unless the mileage is: ☐ Not Actual ☐ Exceeds Mechanical Limits ☐ Exempt			11. Empty Weight	12. Carrying Capacity (if any)	
13. Applicant Type ☐ Individual ☐ Business ☐ Government ☐ Trust ☐ Non-Profit						14. Applicant Photo ID Number or FEIN/EIN	
15. ID Type ☐ U.S. Driver License/ID Card (issued by: _____) ☐ NATO ID ☐ U.S. Dept. of State ID ☐ Passport (issued by: _____) ☐ U.S. Military ID ☐ U.S. Dept. of Homeland Security ID ☐ U.S. Citizenship & Immigration Services/DOJ ID ☐ Other Military Status of Forces Photo ID							
16. Applicant First Name (or Entity Name) Calhoun County		Middle Name		Last Name		Suffix (if any)	
17. Additional Applicant First Name (if applicable)		Middle Name		Last Name		Suffix (if any)	
18. Applicant Mailing Address 211 S Ann St - Suite 105				City Port Lavaca	State TX	Zip 77979	19. Applicant County of Residence CALHOUN
20. Previous Owner Name (or Entity Name) CHICAGO MOTORS INC. - 2553 W. CHICAGO AVE. CHICAGO, IL 60622				City	State	21. Dealer GDN (if applicable) 4235	22. Unit No. (if applicable)
23. Renewal Recipient First Name (or Entity Name) (if different)		Middle Name		Last Name		Suffix (if any)	
24. Renewal Notice Mailing Address (if different)		City		State		Zip	
25. Applicant Phone Number (optional) 361-553-4646		26. Email (optional)		27. Registration Renewal eReminder ☐ Yes (Provide Email in #26)		28. Communication Impediment? ☐ Yes (Attach Form VTR-216)	
29. Vehicle Location Address (if different)		City		State		Zip	
30. Multiple (Additional) Liens ☐ Yes (Attach Form VTR-267)		31. Electronic Title Request ☐ Yes (Cannot check #30)		32. Certified/eTitle Lienholder ID Number (if any)		33. First Lien Date (if any)	
34. First Lienholder Name (if any)		Mailing Address		City		State	
						Zip	
35. Check only if applicable: MOTOR VEHICLE TAX STATEMENT ☐ I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)). ☐ I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number _____							
36. Trade-In (if any) ☐ Yes (Complete)		Year		Make		Vehicle Identification Number	
						37. Additional Trade-In(s) ☐ Yes	
38. Check only if applicable: SALES AND USE TAX COMPUTATION ☐ (a) Sales Price (\$ _____ rebate has been deducted) \$ _____ ☐ (b) Less Trade-In Amount, described in Box 36 above \$ _____ ☐ (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, described in Box 36 above \$ _____ ☐ (d) Taxable Amount (Item a minus Item b or Item c) \$ _____ ☐ (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625) \$ _____ ☐ (f) Late Tax Payment Penalty ☐ 5% or ☐ 10% \$ _____ ☐ (g) Tax Paid to _____ (STATE) \$ _____ ☐ (h) AMOUNT OF TAX AND PENALTY DUE \$ _____ (Item e plus Item f minus Item g)							
☐ \$90 New Resident Tax - (Previous State) _____ ☐ \$5 Even Trade Tax _____ ☐ \$10 Gift Tax - Attach Comptroller Form 14-317 _____ ☐ \$65 Rebuilt Salvage Fee _____ ☐ 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____ ☐ 1 % Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____ ☐ Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: _____ ☐ \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)							
CERTIFICATION - State law makes falsifying information a third degree felony I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). ☐ (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.							
Signature(s) of Seller(s), Lessor(s), or Trader(s) <i>Yaseen Yahya</i>				Printed Name(s) (Same as Signature(s)) YASEEN YAHYA - GENERAL MANAGER		Date 06/16/25	
Signature of Applicant/Owner				Printed Name (Same as Signature)		Date	
Signature(s) of Additional Applicant(s)/Owner(s)				Printed Name(s) (Same as Signature(s))		Date	

CERTIFICATE OF TITLE

#5569

Identification Number 1BCTW1985NKD26009		Year 2022	Make FORD	Body BK	VIN-BH 4854	Vessel Reg. No.	Title Number 147878561	Lien Release Interest in the described vehicle is hereby released	
Color WH	Primary Brand POLICE	Secondary Brand	Flt or Brand 1	Use POLICE	Prev Issue Date	By			
Owner's Status or Vessel Manufacturer's OH Use 25 MI 08/25/2022 ACTUAL					Engine Drive	Hull Material	Prop	Date of Issue 08/29/2022	Date

Registered Owner
HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2210 N FALKENBURG RD
TAMPA, FL 33619

1st Lienholder
ELECTRONIC TITLE PRIOR TO 01/29/2025

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch
Director

Control Number
170999363

David M. Kerner
Executive Director

116006

3 / 7 170999363

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law requires that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or provide false statements may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name Royal Archer Group **2738 GALL BLVD #3 ZEPHYRHILLS, FL 33541**

Seller Must Enter Selling Price 2500 **Seller Must Enter Date Sold** 08/29/22
I/we state that this ☒ is 5 or 48990 (X) (two tenths) miles. And hereby certify that to the best of my knowledge the odometer reading is 48990 **ACTUAL MILEAGE** ☐ **2** IS IN EXCESS OF ITS MECHANICAL LIMITS ☐ **3** IS NOT THE ACTUAL MILEAGE

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER (Must Sign Here) Stephan Mitchell **CO-SELLER (Must Sign Here)** _____
Print Name Stephan Mitchell - CHIEF, GEN. VP **Print Name** _____
Selling Dealer's License Number _____ **Tax No.** _____ **Tax Collector** _____

PURCHASER (Must Sign Here) Carolyn Thurman **CO-PURCHASER (Must Sign Here)** _____
Print Name Carolyn Thurman **Print Name** _____

NOTICE: PENALTIES REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

HSMV 3226G (REV. 3/15)

STATE OF FLORIDA

VOID IF ALTERED

VOID IF ALTERED

Selling Dealer's License No.: VI10210310 Selling Dealer's Name: ROYAL AUCTION GROUP Selling Dealer's Address: 2738 GAIL BLVD #3 ZEPHYRHILLS, FL 33541 Purchaser's Name(s): Chicago Motors Inc Address: 2553 W Chicago Ave Chicago IL I/we state that this ☐ 5 OR ☒ 6 DIGIT ODOMETER NOW READS 17221 (NO TENTHS) MILES, DATE READ 3/1/25 AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:	Tax No.: 61-30121447310 Tax Collector: R/K Date Sold: 3/1/25 CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX ☒ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE (WARNING - ODOMETER DISCREPANCY)	Purchaser Must Sign Here: [Signature] Print Here: PIERRE S AMOUD - Agent Co-Purchaser Must Sign Here: _____ Print Here: _____ Auction Name (When Applicable): _____ Auction License Number: _____
Selling Dealer's License No.: _____ Selling Dealer's Name: _____ Selling Dealer's Address: _____ Purchaser's Name(s): _____ Address: _____ I/we state that this ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS _____ (NO TENTHS) MILES, DATE READ _____ AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:	Tax No.: _____ Tax Collector: _____ Date Sold: _____ CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX ☐ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE (WARNING - ODOMETER DISCREPANCY)	Purchaser Must Sign Here: _____ Print Here: _____ Co-Purchaser Must Sign Here: _____ Print Here: _____ Auction Name (When Applicable): _____ Auction License Number: _____
Selling Dealer's License No.: _____ Selling Dealer's Name: _____ Selling Dealer's Address: _____ Purchaser's Name(s): _____ Address: _____ I/we state that this ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS _____ (NO TENTHS) MILES, DATE READ _____ AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:	Tax No.: _____ Tax Collector: _____ Date Sold: _____ CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX ☐ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE (WARNING - ODOMETER DISCREPANCY)	Purchaser Must Sign Here: _____ Print Here: _____ Co-Purchaser Must Sign Here: _____ Print Here: _____ Auction Name (When Applicable): _____ Auction License Number: _____

FIRST REASSIGNMENT BY LICENSED DEALER

SECOND REASSIGNMENT BY LICENSED DEALER

THIRD REASSIGNMENT BY LICENSED DEALER



Secretary of State
Odometer Disclosure Statement for Title Transfers

This space for use by
Secretary of State

Secretary of State
Vehicle Services Department
501 S. Second St., Rm. 055
Springfield, IL 62756

www.ilsos.gov

Federal and state laws require that you state the mileage
in a transfer of ownership. Failure to complete or
providing a false statement may result in fines and/or
imprisonment.

I, CHICAGO MOTORS INC., certify to the best of my knowledge that the odometer
Seller's name (type or print)

reading now reads 48,998 (no tenths) miles and reflects the actual mileage of the vehicle described
below, unless one of the following statements is checked:

- ☐ The mileage stated is in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. Warning odometer discrepancy.

Year 2022 Make Ford Body Type PICKUP Model F-150

Vehicle Identification Number 1FTFW1P85NKD26009

Seller's Signature Jason Yabuga - GM

Seller's Printed Name CHICAGO MOTORS INC.

Seller's Address 2553 W. CHICAGO AVE.
Street

CHICAGO, IL 60622
City, State, ZIP

Seller's Certification Date 06/11/2025

To be completed by the buyer

Buyer's Signature _____

Buyer's Printed Name Calhoun County

Buyer's Address 211 S Ann St. Suite 105
Street

Port Lavaca, TX 77979
City, State, ZIP

Buyer's Acknowledgment Date 06/11/2025

10

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

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

Ronald Best

Calhoun County Commissioner, Precinct #2

5812 FM 1090 N
Port Lavaca, TX 77979



(361)552-9656
ronny.best@calhouncotx.org

June 9, 2025

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

RE: AGENDA ITEM

Please place the following item on the next Commissioners' Court Agenda

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

Sincerely,

A handwritten signature in black ink that reads "Ronald Best". The signature is written in a cursive style with a long horizontal line extending from the end.

Ronald Best

RB/lj

11

11. Consider and take necessary action to reappoint Jessie Rodriguez III and Jack Wu to the Memorial Medical Center Board of Managers for two year terms expiring June, 2027. (VLL)

RESULT:

APPROVED [UNANIMOUS]

MOVER:

David Hall, Commissioner Pct 1

SECONDER:

Ronald Best, Commissioner Pct 2

AYES:

Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

June 11, 2025

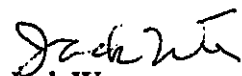
The Honorable Vern Lyssy
Calhoun County Judge
211 South Ann Street, Suite 301
Port Lavaca, TX 77979

Dear Judge Lyssy,

Please accept this letter as formal notification of my willingness to continue to serve as a member of the Board of Managers of Memorial Medical Center for an additional term.

I appreciate the opportunity to serve our community in the healthcare.

Sincerely,



Jack Wu
Memorial Medical Center
Board of Managers

cc: Commissioners:
David Hall, Precinct 1
Ronald Best, Precinct 2
Joel Behrens, Precinct 3
Gary Reese, Precinct 4

June 16, 2025

The Honorable Vern Lyssy
Calhoun County Judge
211 South Ann Street, Suite 301
Port Lavaca, TX 77979

Dear Judge Lyssy,

Please accept this letter as formal notification of my willingness to continue as a member of the Board of Managers of Memorial Medical Center for an additional term. It has been an honor to serve on the Board of Managers and I look forward to continuing to serve and help the hospital achieve its upcoming goals.

Sincerely,



Jessie Rodriguez, III
Memorial Medical Center
Board of Managers

cc: Commissioners

12

12. Consideration and possible action to accept the resignation of Stephen Mutchler from the Memorial Medical Center Board of Managers. (VLL)

Stephen Mutchler will serve until the position has been filled.

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

June 13, 2025

The Honorable Vern Lyssy
Calhoun County Judge
211 South Ann Street, Suite 301
Port Lavaca, TX 77979

Dear Judge Lyssy,

Please accept this letter as formal notification that I am resigning from my position on Board of Managers of Memorial Medical Center.

This decision was made after careful consideration, and I am grateful for the opportunity to have served on the board.

I am committed to ensuring a smooth transition and will be happy to assist in any way possible. Please do not hesitate to reach out if I can be of further assistance during this transition.

I wish the board and Memorial Medical Center continued success in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Mutchler', written in a cursive style.

Stephen Mutchler
Memorial Medical Center
Board of Managers

cc: Commissioners

13

13. Public hearing concerning petition to Vacate a 3.3510 acre portion of Town of Olivia, Block A, as recorded in Volume Z, page 3 7 6 of the Plat records of Calhoun County, TX. (JMB)

Public Hearing opened at 10:33am
Terry Ruddick explained the petition to vacate.
Public Hearing closed at 10:35am

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

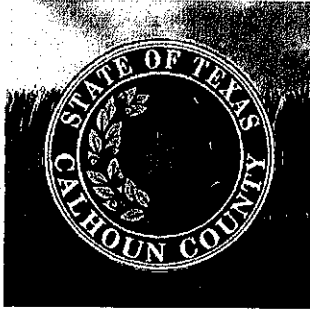
RE: Agenda Item

Dear Judge Lyssy:

Please place the following item on the Commissioner's Court Agenda for June 25, 2025.

Public hearing concerning petition to Vacate a 3.3510 acre portion of Town of Olivia, Block A, as recorded in Volume Z, page 376 of the Plat records of Calhoun County, TX.

Sincerely,
Joel Behrens
Commissioner Pct. 3



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 PUBLIC HEARING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday,
June 25, 2025 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse,
211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

NOTICE IS HEREBY GIVEN that the Calhoun County Commissioners' Court will hold a
Public Hearing in the Commissioners' Courtroom, 211 S. Ann Street, Suite 104, in Port Lavaca,
Texas, on June 25, 2025 at 10:00 a.m.

Public hearing concerning petition to Vacate a 3.3510 acre portion of Town of Olivia, Block A,
as recorded in Volume Z, page 3 7 6 of the Plat records of Calhoun County, TX.

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

A handwritten signature in black ink, appearing to read "Vern L. Lyssy", is written over a horizontal line.

Vern L. 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.calhouncotx.org under "Commissioners' Court Agenda" for any official court postings.

AT 10:10 FILED
O'CLOCK A M

JUN 20 2025

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS

DEPUTY: Karla Perez



PETITION TO VACATE

3.3510 Acres
Town of Olivia, Block A

THE STATE OF TEXAS}

THE COUNTY OF CALHOUN}

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned being the designated agent of the owners of the property described as a 3.3510 acre portion of Town of Olivia, Block A according to the establish map or plat of said Town recorded in Volume Z, Page 376 of the Plat Records of Calhoun County, Texas, do hereby petition the Calhoun County Commissioner's Court to Vacate said tract of land, in accordance with Sections 206 and 207 of the Subdivision Regulations and Recreational Vehicle Park Regulations Adopted by Calhoun County Commissioner's Court on November 29, 2004 and amended on December 13, 2007.

The property is proposed to be re-platted in accordance with a plat submitted to the Calhoun County Commissioner's Court.

The petition will be considered by the Calhoun County Commissioner's Court on June 25, 2025 at 10:00 am.

Terry T. Rudnick, R.P.L.S.
Urban Surveying, Inc.
2004 N. Commerce
Victoria, TX 77901
361-578-9837
S22920.02

Victoria
2004 N. Commerce
Victoria, TX 77901
361-578-9837
Firm #: 10021100

urbansurveying.com



14

14. Consider and take necessary action to vacate a 3.3510 acre portion of Town of Olivia, Block A, as recorded in Volume Z, Page 376 of the Plat Records of Calhoun County, TX. (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 June 25, 2025.

Consider and take necessary action to vacate a 3.3510 acre portion of Town of Olivia, Block A, as recorded in Volume Z, Page 376 of the Plat Records of Calhoun County, TX.

Sincerely,
Joel Behrens
Commissioner Pct. 3

15

15. Consider and take necessary action to approve the Final Plat of Town of Olivia, Block A, Resubdivision No. 2. (JMB)

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



CALHOUN COUNTY APPRAISAL DISTRICT

I HEREBY CERTIFY THAT THE AD VALOREM TAXES ON THE LAND INVOLVED WITHIN THE BOUNDARIES OF THIS PLAT ARE PAID FOR THE TAX YEAR 2024, AND ALL PRIOR YEARS, IF APPLICABLE. THE ABOVE-DESCRIBED PROPERTY HAD RECEIVED SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL COMPTROLLER RULE ROAD OR PROPERTY CATEGORIED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX CODE SECTION 25.31 IS NOT INCLUDED IN THIS CERTIFICATE (TAX CODE SECTION 21.0003).

WITNESSED MY HAND AND SEAL OF OFFICE THIS 4TH DAY OF June, 2025.

Paul Spawth
PAUL SPAWTH
CHIEF APPRAISER

HEALTH DEPARTMENT APPROVAL

NO BUILDING CONSTRUCTED IN THE SUBDIVISION SHALL BE OCCUPIED UNTIL BUILDING IS CONNECTED USING A PERMITTED FLUCTIONAL ON SITE SEWER FACILITY (OSSF) APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR ITS AUTHORIZED AGENT.

COUNTY CLERKS' CERTIFICATE

FLOODPLAIN ADMINISTRATOR

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR CALHOUN COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48032-0100, MAP REVISED OCTOBER 16, 2014, THE SUBJECT PROPERTY IS LOCATED WITHIN A FIRM IS NOT A SPECIAL FLOOD HAZARD AREA.

A DEVELOPMENT PERMIT IS REQUIRED FROM THE FLOOD PLAIN ADMINISTRATOR'S OFFICE, 211 SOUTH HAWTHORNE, ROOM 201, PORT LAUDRA, TEXAS, 77571. PHONE: 281-463-4435.

Edna Higgins
EDNA HIGGINS
FLOODPLAIN ADMINISTRATOR

CALHOUN COUNTY E-9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

I HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION PLAT OF TOWN OF OLIVIA, BLOCK "A", RESUBDIVISION NO. 2, MEETS THE CURRENT 911 REQUIREMENTS.

Robert M. Jones
ROBERT M. JONES
DISTRICT COORDINATOR
(817) 453-6468

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF CALHOUN

I, ONE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN TOWN OF OLIVIA, BLOCK "A", RESUBDIVISION NO. 2, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DECLARE TO THE USE OF THE PUBLIC FORWARD ALL STREETS, ALLEYS, PAVING, WATERCOURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

Mark Allen
MARK ALLEN
703 ARCADE
VICTORIA, TEXAS 77929

Johnnie H. Jones
JOHNIE H. JONES
703 ARCADE
VICTORIA, TEXAS 77929

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Mark Allen & Johnnie H. Jones KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30 DAY OF MAY, 2025.

Christina J. Jones
CHRISTINA J. JONES
NOTARY PUBLIC
VICTORIA, TEXAS



STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Johnnie H. Jones & Mark Allen KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30 DAY OF MAY, 2025.

Christina J. Jones
CHRISTINA J. JONES
NOTARY PUBLIC
VICTORIA, TEXAS



COMMISSIONERS COURT

THE COMMISSIONERS COURT MEETING IN REGULAR SESSION ON _____, 2025, APPROVED THE PLAT DEDICATION OF ROADS DESCRIBED HERETO.

VERITY LYST
COUNTY JUDGE

JOS. S. JONES
COMMISSIONER PRECINCT 3



2004 N. COMMERCE ST.
VICTORIA, TEXAS 77901
PHONE: (817) 575-0857 FAX: 810-21-100

FINAL PLAT TOWN OF OLIVIA, BLOCK "A", RESUBDIVISION NO. 2

PROJECT:

DESCRIPTION:

BEING A PORTION OF BLOCK "A", REVISED MAP OF THE TOWNSHIP OF OLIVIA ACCORDING TO THE ESTABLISHED MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 578 OF THE PLAT RECORDS, CALHOUN COUNTY, TEXAS.

DGN BY: EBD
DATE: 04/28/25
FILE: 522920.02

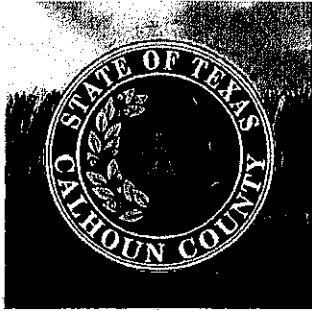
JOB: 522920.02

SHEET 2 OF 2

16

16. Public Hearing concerning Petition to Vacate Lots 294 and 295 of the Sanctuary Subdivision Phase 2 as recorded in Volume Z, Page 711 of the Plat Records of Calhoun County, Texas. (GDR)

Public Hearing opened at 10:35am
Terry Ruddick explained the petition to vacate.
Public Hearing closed at 10:37am



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 PUBLIC HEARING

The Commissioners' Court of Calhoun County, Texas will meet on Wednesday, June 25, 2025 at 10:00 a.m. in the Commissioners' Courtroom in the County Courthouse, 211 S. Ann Street, Suite 104, Port Lavaca, Calhoun County, Texas.

NOTICE IS HEREBY GIVEN that the Calhoun County Commissioners' Court will hold a Public Hearing in the Commissioners' Courtroom, 211 S. Ann Street, Suite 104, in Port Lavaca, Texas, on June 25, 2025 at 10:00 a.m.

Public Hearing concerning Petition to Vacate Lots 294 and 295 of the Sanctuary Subdivision Phase 2 as recorded in Volume Z, Page 711 of the Plat Records of Calhoun County, Texas.

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


Vern L. Lyssy, County Judge
Calhoun County, Texas

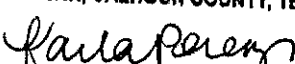
A copy of this Notice has been placed on the inside bulletin board of the Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Texas, which is readily accessible to the general public during regular business hours. This Notice shall remain posted continuously for at least 72 hours preceding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

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

JUN 20 2025

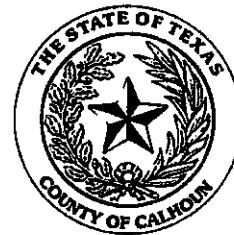
ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS

DEPUTY:





Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



June 18, 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 June 25, 2025.

- Public Hearing concerning Petition to Vacate Lots 294 and 295 of the Sanctuary Subdivision Phase 2 as recorded in Volume Z, Page 711 of the Plat Records of Calhoun County, Texas.

Sincerely,

A handwritten signature in black ink, appearing to read "GDR" with a stylized flourish extending to the right.

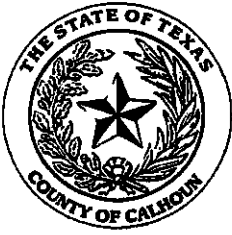
Gary D. Reese

GDR/at

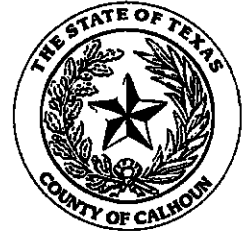
17

17. Consider and take necessary action to Vacate Lots 294 and 295 of the Sanctuary Subdivision Phase 2 as recorded in Volume Z, Page 711 of the Plat Records of Calhoun County, Texas. (GDR)

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



Gary D. Reese
County Commissioner
County of Calhoun
Precinct 4



June 18, 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 June 25, 2025.

- Consider and take necessary action to Vacate Lots 294 and 295 of the Sanctuary Subdivision Phase 2 as recorded in Volume Z, Page 711 of the Plat Records of Calhoun County, Texas.

Sincerely,

A handwritten signature in black ink, appearing to read "GDR", with a long horizontal line extending to the right.

Gary D. Reese

GDR/at



PETITION TO VACATE
Lots 294 and 295
The Sanctuary Subdivision, Phase 2

THE STATE OF TEXAS}

THE COUNTY OF CALHOUN}

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned being the designated agent of the owners of the property described as Lots 294 and 295 of the Sanctuary Subdivision, Phase 2 according to the established map or plat of said subdivision recorded in Volume Z, Page 711 of the Plat Records of Calhoun County, Texas do hereby petition the Calhoun County Commissioner's Court to Vacate said Lots 294 and 295, in accordance with Sections 206 and 207 of the Subdivision Regulations and Recreational Vehicle Park Regulations Adopted by Calhoun County Commissioner's Court on November 29, 2004 and amended on December 13, 2007.

The property is proposed to be re-platted in accordance with a plat submitted to the Calhoun County Commissioner's Court.

The petition will be considered by the Calhoun County Commissioner's Court on June 25, 2025 at 10:00 am.

Terry T. Ruddick, R.P.L.S.
Urban Surveying, Inc.
2004 N. Commerce
Victoria, TX 77901
361-578-9837
S27058

Victoria
2004 N. Commerce
Victoria, TX 77901
361-578-9837
Firm #: 10021100

urbansurveying.com



18

18. Consider and take necessary action to approve the contract between Calhoun County and Shirley & Sons Construction Co. Inc., for Bid Number Bid No. 2025.05 - Calhoun County Bill Sanders Park - Swan Point Pavilion and authorize County Judge to sign all documents.
(GDR)

Matt Glaze explained the contract.

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



June 19, 2025

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

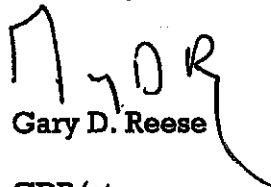
RE: AGENDA ITEM

Dear Judge Lyssy:

Please place the following item on the Commissioners' Court Agenda for June 25, 2025.

- Consider and take necessary action to approve the contract between Calhoun County and Shirley & Sons Construction Co. Inc., for Bid Number Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion and authorize County Judge to sign all documents.

Sincerely,


Gary D. Reese

GDR/at

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between CALHOUN COUNTY, (hereinafter called OWNER), and SHIRLEY & SONS CONSTRUCTION CO., 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:

Construction of a 30' x 50' pavilion at the Bill Sanders Park – Swan Point in Seadrift, Texas.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described as the Bid No. 2025.05 – Calhoun County Bill Sanders Park – Swan Point Pavilion.

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 **60** 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 **\$250,812.00 for the Total Base Bid**, attached hereto as an exhibit. As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

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

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

ARTICLE 9 - MISCELLANEOUS

9.01 Terms

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

9.02 Assignment of Contract

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

9.03 Successors and Assigns

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

9.04 Severability

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

[The rest of this page is intentionally blank.]

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

The effective date of this Agreement will be June 25, 2025.

OWNER:

CONTRACTOR:

CALHOUN COUNTY

SHIRLEY & SONS CONSTRUCTION CO., INC.

By: [Signature]

Vern L. Lyssy, County Judge

By: [Signature]

Ronald R. Shirley II, President

(Corporate Seal)

(Corporate Seal)

Attest: Kaddie Smith

Title: Deputy Clerk

Attest: [Signature]

Title: Secretary

Address for giving notices:

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



Address for giving notices:

P.O. Box 429
Cleveland, Texas 77328

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:

Name: Vern L. Lyssy

Title: Calhoun Co Judge

Address: 211 S ANN Suite 301
Port Lavaca TX 77979

Phone: 361-553-4600

Facsimile: 361-553-4400

Designated Representative:

Name: Ronald Shirley

Title: President

Address: P.O. Box 429
Cleveland TX 77328

Phone: 713-222-7881

Facsimile: 281-592-9543

1 of 1

Version V4.1.0:26f08dd9

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Performance Bond**CONTRACTOR:***(Name, legal status and address)*

SHIRLEY & SONS
CONSTRUCTION CO., INC.
P.O. Box 429
Cleveland, TX 77328-0429

SURETY:*(Name, legal status and principal place of business)*

WEST BEND INSURANCE COMPANY
1900 S. 18TH AVENUE
WEST BEND, WI 53095

OWNER:*(Name, legal status and address)*

CALHOUN COUNTY
211 S. Ann Street, Suite 301
Port Lavaca, TX 77979

CONSTRUCTION CONTRACT**Date:****Amount:** \$ 250,812.00**Description:***(Name and location)*

Bid No. 2025.05 - Calhoun County Bill Sanders Park - Swan Point Pavillion.
Seadrift, Texas.

BOND**Date:***(Not earlier than Construction Contract Date)***Amount:** \$ 250,812.00**Modifications to this Bond:**☒

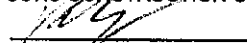
None

☐

See Section 16

CONTRACTOR AS PRINCIPAL**Company:** *(Corporate Seal)*

SHIRLEY & SONS CONSTRUCTION CO

Signature: **Name and Title:** Ronald R. Shirley, II, President**Title:***(Any additional signatures appear on the last page of this Performance Bond.)***SURETY****Company:** *(Corporate Seal)*

WEST BEND INSURANCE COMPANY

Signature: **Name and Title:** James N. Berry**Title:** Attorney-in-Fact**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)*

Berry Insurance Agency

Urban Engineering

P. O. Box 130625

2004 N. Commerce Street

Houston, TX 77219-0625

Victoria, TX 77901

(713) 266-5041 ~ Fax (713) 797-6778

(361) 578-9836 ~ Fax (361) 576-9836

Init.

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User Notes:

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§ 1 The Contractor and 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 when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 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 a 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Int.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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, successors and assigns.

§ 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 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **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.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 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: _____

Init.

AIA® Document A312™ – 2010
Payment Bond**CONTRACTOR:***(Name, legal status and address)*

SHIRLEY & SONS
CONSTRUCTION CO., INC.
P.O. Box 429
Cleveland, TX 77328-0429

OWNER:*(Name, legal status and address)*

CALHOUN COUNTY
211 S. Ann Street, Suite 301
Port Lavaca, TX 77979

CONSTRUCTION CONTRACT**Date:****Amount:** \$ 250,812.00**Description:***(Name and location)*

Bld No. 2025.05 - Calhoun County Bill Sanders Park - Swan Point Pavilion.
Seadrift, Texas.

SURETY:*(Name, legal status and principal place of business)*

WEST BEND INSURANCE COMPANY
1900 S. 18TH AVENUE
WEST BEND, WI 53095

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND**Date:***(Not earlier than Construction Contract Date)***Amount:** \$ 250,812.00**Modifications to this Bond:**

None



See Section 18

CONTRACTOR AS PRINCIPAL**Company:** *(Corporate Seal)*

SHIRLEY & SONS CONSTRUCTION CO

Signature: **Name and****Title:** Ronald R. Shirley, II, President*(Any additional signatures appear on the last page of this Payment Bond.)***SURETY****Company:** *(Corporate Seal)*

WEST BEND INSURANCE COMPANY

Signature: **Name and****Title:** James N. Berry, Attorney-in-Fact*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

Berry Insurance Agency

P. O. Box 130625

Houston, TX 77219-0625

(713) 266-5041 ~ Fax (713) 797-6778

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

Urban Engineering

2004 N. Commerce Street

Victoria, TX 77901

(361) 578-9836 ~ Fax (361) 576-9836

Init.

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User Notes:

(1682657692)

§ 1 The Contractor and 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, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 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 Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

§ 10 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 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)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Init.



Bond No. 2299748

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

James N. Berry

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

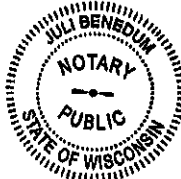
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ day of _____, _____.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary



IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact West Bend Insurance Company:

1-800-760-9250

You may also write to West Bend Insurance Company at:

Attn: Claims/Surety Department
1900 S. 18th Avenue
West Bend, WI 53095
1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su West Bend Insurance Company:

1-800-760-9250

Usted tambien puede escribir a West Bend Insurance Company at:

Attn: Claims/Surety Department
1900 S. 18th Avenue
West Bend, WI 53095
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2025

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 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 BERRY INSURANCE AGENCY P. O. BOX 130625 HOUSTON, TX 77219-0625	CONTACT NAME: Jim Berry, CPCU, CIC, ARM	
	PHONE (A/C, No, Ext): (713) 266-5041 FAX (A/C, No): (713) 797-6778	
	E-MAIL ADDRESS: jberry0411@gmail.com	
INSURED SHIRLEY & SONS CONSTRUCTION CO., INC. P.O. BOX 429 CLEVELAND, TX 77328-0429	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: RLI Insurance Company	13056
	INSURER B: National Liability & Fire Insurance Company	20052
	INSURER C: StarStone National Insurance Company	25498
	INSURER D: Texas Mutual Insurance Company	22945
	INSURER E: Evanston Insurance Company	35378
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 2**

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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Y	Y	MRP0200674	05/25/2025	05/25/2026	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 - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	73APB011387	04/30/2025	04/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	MAR00103965P04	05/25/2025	05/25/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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	N/A	Y	0002022422	10/21/2024	10/21/2025
E	CONTRACTORS POLLUTION LIABILITY	Y	Y	CPLMOL131768	05/25/2025	05/25/2026	Each Pollution Condition Limit: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ref: Bid 2025.05 - Bill Sanders Park - Swan Point Pavilion

Certificate Holder & Engineer are included as Additional Insured for both ongoing and completed operations with primary & non-contributory wording and Waiver of Subrogation on a blanket basis as required by written agreement.

CERTIFICATE HOLDER

CALHOUN COUNTY
211 SOUTH ANN STREET, SUITE 301
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2025

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.

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PRODUCER BERRY INSURANCE AGENCY P. O. BOX 130625 HOUSTON, TX 77219-0625	CONTACT NAME: Jim Berry, CPCU, CIC, ARM PHONE (A/C, No, Ext): (713) 266-5041 FAX (A/C, No): (713) 797-6778 E-MAIL ADDRESS: jberry0411@gmail.com														
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INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSR	WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR	Y	Y	MRP0200674	05/25/2025	05/25/2026	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	Y	Y	73APB011387	04/30/2025	04/30/2026	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
C	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB	Y	Y	MAR00103985P04	05/25/2025	05/25/2026	AGGREGATE \$ 5,000,000
	☐ CLAIMS-MADE						\$
	☐ DED ☐ RETENTIONS						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	0002022422	10/21/2024	10/21/2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CONTRACTORS POLLUTION LIABILITY	Y	Y	CPLMOL131768	05/25/2025	05/25/2026	Each Pollution Condition Limit: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ref: Bid 2025.05 - Bill Sanders Park - Swan Point Pavilion

Certificate Holder is included as Additional Insured for both ongoing and completed operations with primary & non-contributory wording and Waiver of Subrogation on a blanket basis as required by written agreement.

CERTIFICATE HOLDER URBAN ENGINEERING 2004 COMMERCE STREET VICTORIA, TX 77901	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 

19

19. Consider and take necessary action to approve the Project Manual for Bid Number 2025.09- Calhoun County Bill Sanders Park- Swan Point Paving & Sidewalk Improvements and authorize the County Auditor and Urban Engineering to advertise for bids. (GDR)

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



REFERENCES

[illegible]1598 SWAN POINT RD.
SEABOFT, TX

DATE	06-17-25
JOB NUMBER	E25470 D1
SHEET	

PAGE 3 of 7



GRAPHIC SCALE IN FEET



0 40 80 120 160

TRUE NORTH





PRELIMINARY
RELIEF
PERMITTING
BIDDING
CONSTRUCTION

500

[illegible]

URBAN *design*

PROJECT
SWAN POINT
PARKING LOT
& SIDEWALK
IMPROVEMENTS
PROJECT

5935 WILAN PORT RD.
EADRUFT TX

3721
CIVIL SITE PLAN

DATE	06/17/25
JOB NUMBER	F25470.01
SHEET	

C4.1

[illegible]

CIVIL SITE PLAN

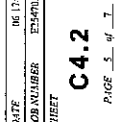
GRAPHIC SCALE IN FEET

0 20 40 60 80

TRUE NORTH



PAGE 4 of 7

[illegible]



TITLE
CIVIL SITE PLAN

DATE 06-17-25
JOB NUMBER E25470.01
SHEET
C4.3
PAGE 6 of 7

PROJECT MANUAL
FOR
BID NO. 2025.09 – CALHOUN COUNTY
BILL SANDERS PARK – SWAN POINT PAVING &
SIDEWALK IMPROVEMENTS
SEADRIFT, TEXAS

JUNE 2025

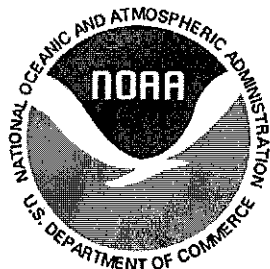
PREPARED BY:

URBAN ENGINEERING
TREF# F-160
CONSULTING ENGINEERS
2004 N. COMMERCE ST.
VICTORIA, TEXAS 77901-5510
U.E. JOB NO. E25470.01



Matt A. Glaze
6/17/25

This project was funded in part by a Texas Coastal Management Program grant approved by the Texas Land Commissioner, providing financial assistance under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration (NOAA), Office for Coastal Management, pursuant to NOAA Award No. NA24NOSX419C0025.



INTRODUCTORY INFORMATION

00001	Project Title Page
00010	Table of Contents
00015	List of Drawings

PROJECT MANUAL
FOR
BID NO. 2025.09 – CALHOUN COUNTY
BILL SANDERS PARK – SWAN POINT PAVING &
SIDEWALK IMPROVEMENTS
SEADRIFT, TEXAS

JUNE 2025

PREPARED BY:

URBAN ENGINEERING
TREF# F-160
CONSULTING ENGINEERS
2004 N. COMMERCE ST.
VICTORIA, TEXAS 77901-5510
U.E. JOB NO. E25470.01



[Handwritten signature]
6/17/25

This project was funded in part by a Texas Coastal Management Program grant approved by the Texas Land Commissioner, providing financial assistance under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration (NOAA), Office for Coastal Management, pursuant to NOAA Award No. **NA24NOSX419C0025.01**

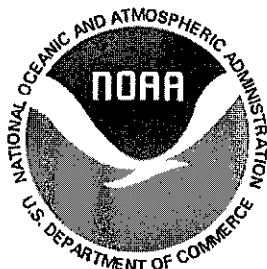


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00410	Bid Form
00430	Bid Form Supplements
00450	Representations and Certifications
00490	Bidding Addenda

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

PROJECT SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

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01015	Contractor Use of Premises
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General Notes	C2
Survey Layout & Control	C3
Civil Site Plan	C4.1 - 4.3
Details	D1

BIDDING REQUIREMENTS

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

**INVITATION TO BID
FOR
BID NO. 2025.09 – CALHOUN COUNTY
BILL SANDERS PARK – SWAN POINT PAVING & SIDEWALK IMPROVEMENTS
SEADRIFT, TEXAS**

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

Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements, Seadrift, Texas

The project consists of the construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.

The project to be constructed will be funded by a grant provided under the Coastal Zone Management Act of 1972, as amended, awarded by the National Oceanic and Atmospheric Administration, Office for Coast Management, and approved by the Texas Land Commissioner under the Texas Coastal Management Program and is subject to all applicable Federal and State laws and regulations. Attention is called to the fact that not less than, the federally determined prevailing Davis-Bacon and Related Acts wage rate, as issued by the Department of Labor and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Adherence to the grant recipient's Section 3 Policy is required for contracts and subcontracts in excess of \$100,000.00.

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

A **Pre-Bid Conference** will be held at **10:00 AM on Tuesday, July 15 , 2025** at the Bill Sanders Park located off Swan Point Road in Seadrift, Texas. All Bidders and Plan Holders are strongly urged to attend. **Please check County website, under Public Notices, for any new or updated schedule changes for the Pre-Bid Conference.**

Sealed Bids consisting of one USB flash drive and one original and three printed copies are due before 2:00:00 PM, on Tuesday, July 29 , 2025. At this time, all bids will be publicly opened and read aloud at the County Judge's office in the Calhoun County Courthouse, 211 South Ann Street, 3rd Floor, Suite 301, Port Lavaca, Texas.

All bids (one USB flash drive and one original and three printed copies) must be delivered to the Office of the Calhoun County Judge in a sealed 9 x 12 or larger envelope and clearly marked **Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements, Seadrift, Texas**. Calhoun County does not accept faxed or emailed bids. Any bids received after the due date and time will be returned unopened.

Sealed Bids may be hand delivered or mailed to:

Honorable Vern L. Lyssy, County Judge
Calhoun County Courthouse
211 South Ann Street
3rd Floor, Suite 301
Port Lavaca, TX 77979

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

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

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

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

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

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

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

Candice Villarreal
County Auditor
Calhoun County, Texas

Publish: July 2, 2025
 July 9, 2025

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

- A. Completed Statement of Bidder's Qualifications

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

4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:

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

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

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

4.02 *Underground Facilities*

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

4.03 *Hazardous Environmental Condition*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

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

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

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

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

ARTICLE 8 - BID SECURITY

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 *Unit Price*

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

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

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

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

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

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 - AWARD OF CONTRACT

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

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

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

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

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

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

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - SALES AND USE TAXES

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

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED - Not Applicable

ARTICLE 25 - PARTNERING - Not Applicable

BID FORM

PROJECT IDENTIFICATION:

Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements
Seadrift, Texas

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2025.09

THIS BID IS SUBMITTED TO:

The Honorable Vern L. Lyssy, Calhoun County Judge
Calhoun County Courthouse
211 S. Ann Street, Suite 301
Port Lavaca, Texas 77979

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

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

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

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

Addendum No.

Addendum Date

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

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

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

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

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

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

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

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

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

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

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

BID NO. 2025.09 - CALHOUN COUNTY					
BILL SANDERS PARK - SWAN POINT PAVING & SIDEWALK IMPROVEMENTS					
(BIDDER)					
PREPARED BY: URBAN ENGINEERING					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
GENERAL					
1.	Mobilization, Insurance and Bonds	1	LS	\$	\$
2.	Storm Water Pollution Prevention Plan (Prepare, Implement and Maintain Storm Water Plan and Controls)	1	LS	\$	\$
3.	Construction Staking	1	LS	\$	\$
4.	Barricading & Traffic Control (Furnish, Install, Maintain & Remove Signs & Warning Devices) (Includes Flagmen, Traffic Handling & Temporary Striping)	1	LS	\$	\$
TOTAL GENERAL					\$
IMPROVEMENTS					
5.	ADA Sign	2	EA	\$	\$
6.	Curb Stop	2	EA	\$	\$
7.	Concrete Sidewalk	12,000	SF	\$	\$
8.	Site Grading & Subgrade Preparation	1,560	SY	\$	\$
9.	Limestone Base (Type A, Grade 2)(8")	925	SY	\$	\$
10.	Prime Coat (MC-30)	1,560	SY	\$	\$
11.	Two Course Surface Treatment (AC-15P & PB, GR 3 Pre-Coated Aggregate)	1,560	SY	\$	\$
12.	Single Course Surface Treatment (AC-15P, GR 4 Pre-Coated Aggregate)	4,400	SY	\$	\$
13.	Striping	2,400	LF	\$	\$
14.	Culvert (6")(SDR26 PVC)	42	LF	\$	\$
15.	Culvert (12")(HDPE)	40	LF	\$	\$
16.	Culvert (15")(HDPE)	40	LF	\$	\$
TOTAL IMPROVEMENTS					\$
TOTAL BASE BID					\$

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

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

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

6.01 Bidder agrees that the Work will be substantially complete within _____ calendar days (TO BE FILLED IN BY BIDDER) after the date when the Contract Times commence to run as provided in

paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 14 calendar days after the date of substantial completion.

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

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

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

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

SUBMITTED on _____

State Contractor License No. _____ (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

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

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

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

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

OWNER (Name and Address):

BIDBID DUE DATE:

PROJECT (Brief Description Including Location):

BONDBOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM:

(Words)

(Figures)

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

BIDDER**SURETY**

 Bidder's Name and Corporate Seal (Seal) Surety's Name and Corporate Seal (Seal)

By: _____
 Signature and Title

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

Attest: _____
 Signature and Title

Attest: _____
 Signature and Title

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: _____

Address: _____

Date Organized: _____ Date Incorporated: _____

Number of years in contracting business under present name: _____

CONTRACTS ON HAND:

Contract	Dollar Amount	Completion Date

Type of work performed by your company: _____

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

Have you ever defaulted on a contract? _____

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

Project	Dollar Amount	Mo/Yr Completed

By: _____ (Signature) _____ (Title)
 _____ (Print Name)

County of _____

Sworn to and subscribed before me this _____ day of _____

Commission Expires _____

STATE OF TEXAS }

AFFIDAVIT

COUNTY OF _____ }

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

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

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

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

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

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

Signature of Affiant

Printed Name and Title of Affiant

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

Signature of Notary Public

Notary Stamp/Seal

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

- (2) the date the vendor becomes aware:

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

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

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

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

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

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

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

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

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

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

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

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

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

However, I intend that exceptions to this policy should be granted only infrequently.

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

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

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

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

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

Implementation in the SRF Programs

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

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

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

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

Additional References

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

Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION FORM

Certification Required by Texas Government Code Section 2270.001

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

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

Company Name

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

RESIDENCE CERTIFICATION

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

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

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

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

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

(City and State)

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

defined in Government Code §2252.001.

Signature of Authorized Agent

Printed Name and Title of Authorized Agent

Date

INSERT

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

00490
BIDDING ADDENDA

CONTRACTING REQUIREMENTS

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

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CONTRACT: The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

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

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

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

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

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

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

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

[illegible]

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

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

E25470.01 - Notice of Award
06/25

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

ARTICLE 1 - WORK

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

The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described as the Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements.

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

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

4.03 *Liquidated Damages*

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

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

ARTICLE 5 - CONTRACT PRICE

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

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Other Bonds;
 - 5. General Conditions;
 - 6. Supplementary Conditions;
 - 7. General Conditions – Calhoun County
 - 8. Specifications as listed in the Table of Contents of the Project Manual;
 - 9. Drawings as listed on page 00015-1 of the Project Manual;
 - 10. Addenda;
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR's Bid;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents described in paragraph 8.01.A are incorporated into this Agreement for all purposes as if set forth verbatim herein.
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.
- E. All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability*

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

[The rest of this page is intentionally blank.]

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

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

OWNER:

CONTRACTOR:

CALHOUN COUNTY

By: _____
Vern L. Lyssy, County Judge

By: _____

(Corporate Seal)

(Corporate Seal)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

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

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CONTRACT: The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

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

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

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

URBAN ENGINEERING

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

Copy to OWNER

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

Performance Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Signature: _____ (SEAL)

Name and Title: _____

Name and Title: _____

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

Payment Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Name and Title: _____

Signature: _____ (SEAL)

Name and Title: _____

(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: _____ (SEAL)

Name and Title: _____

Signature: _____ (SEAL)

Name and Title: _____

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

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

OWNER: Calhoun County

CONTRACTOR: _____

CONTRACT DATE: _____

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

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

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

ATTEST:

SURETY COMPANY

Signature of Authorized Representative

Title

(SEAL)

APPLICATION FOR PAYMENT NO. _____

To: Calhoun County (OWNER)
From: _____ (CONTRACTOR)
Contract: The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.
Project: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements
OWNER's Contract No.: Bid No. 2025.09 ENGINEER's Project No.: E25470.01
For Work accomplished through the date of: _____

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

Accompanying Documentation:
CONTRACTOR's Certification:

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

Dated _____

CONTRACTOR

By: _____

State of _____
County of _____

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

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

URBAN ENGINEERING

Dated _____

By: _____

EJCDC No. 1910-8-E (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Application No.: _____ Date: _____

[illegible]

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

Owner of Project: _____

Address of Owner: _____

Project to be Performed by Insured: _____

Date of Certificate: _____

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

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

TYPE OF INSURANCE

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

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

Locations covered: _____

Description of operations covered: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER: Calhoun County

CONTRACTOR:

CONTRACT: The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

OWNER's CONTRACT NO.: Bid No. 2025.09

ENGINEER's PROJECT NO.: E25470.01

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

To _____
CALHOUN COUNTY
OWNER

And To _____
CONTRACTOR

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

DATE OF SUBSTANTIAL COMPLETION

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

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

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

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

OWNER: _____

CONTRACTOR: _____

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

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

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

Executed by ENGINEER on _____, _____.
(Date)

URBAN ENGINEERING
(ENGINEER)

By: _____
(Authorized Signature)

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

(CONTRACTOR)

By: _____
(Authorized Signature)

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

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

CERTIFICATE OF FINAL COMPLETION

DATE OF ISSUANCE _____

OWNER: Calhoun County

CONTRACTOR: _____

CONTRACT DATE: _____

CONTRACT AMOUNT: _____

CONTRACT: The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

OWNER's CONTRACT NO: Bid No. 2025.09

ENGINEER's PROJECT NO.: E25470.01

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

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

DATE OF FINAL COMPLETION

Executed by ENGINEER on _____,
(Date)

URBAN ENGINEERING
(ENGINEER)

By: _____
(Authorized Signature)

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

(CONTRACTOR)

By: _____
(Authorized Signature)

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

CALHOUN COUNTY
(OWNER)

By: _____
(Authorized Signature)

AFFIDAVIT OF ALL BILLS PAID

THE STATE OF _____

COUNTY OF _____

_____ personally appeared before the undersigned authority on this day and, having been duly sworn, states under oath that he/she is a duly authorized representative of the Contractor, _____, and that the Contract for the **Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements** has been fully completed and that all bills of the subcontractors for labor, materials and equipment, and supplies furnished in connection with this Project have been fully paid.

Signature

Typed Name

Title

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

Notary Signature

Printed Name

In and for the State of _____

Commission Expires

GUARANTEE

KNOW ALL MEN BY THESE PRESENTS: That we, _____
("CONTRACTOR"), of the City of _____, County of _____,
and State of _____, as CONTRACTOR for the Bid No. 2025.09 – Calhoun
County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements, jointly and severally
represent, warrant, and guarantee as follows:

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

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

CONTRACTOR: _____

EXECUTED on this the _____ day of _____, _____.

CONTRACTOR

(Signature)

By: _____

Title: _____

FINAL WAIVER OF LIEN RIGHTS

FROM: _____ (Contractor)

TO: Calhoun County (Owner)

PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

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

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

Dated this _____ day of _____, _____.

CONTRACTOR

(Signature)

By: _____

Title: _____

STATE OF _____ §

COUNTY OF _____ §

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

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public Signature

Printed Name

Commission Expires

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General  Contractors of America

Construction Specifications Institute



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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.02 Terminology

A. Intent of Certain Terms or Adjectives

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

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

B. Day

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

C. Defective

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

D. Furnish, Install, Perform, Provide

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

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

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

2.02 Copies of Documents

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

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 Starting the Work

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

2.05 Before Starting Construction

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

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

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

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

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

B. *Resolving Discrepancies*

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

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

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

3.04 *Amending and Supplementing Contract Documents*

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

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

3.05 *Reuse of Documents*

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

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

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

C. *Possible Price and Times Adjustments*

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

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

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

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

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

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

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

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

4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data,

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

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

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

B. *Not Shown or Indicated*

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

5.04 *CONTRACTOR's Liability Insurance*

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

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

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

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

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

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

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

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

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

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

3. include completed operations insurance;

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

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

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

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

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

5.05 *OWNER's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

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

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

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

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

6. include testing and startup; and

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

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

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

and will contain waiver provisions in accordance with paragraph 5.07.

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

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

5.07 *Waiver of Rights*

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

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

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

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

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

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

5.09 Acceptance of Bonds and Insurance; Option to Replace

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

5.10 Partial Utilization, Acknowledgment of Property Insurer

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

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

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

6.02 Labor; Working Hours

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

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

6.03 Services, Materials, and Equipment

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

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

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

6.04 *Progress Schedule*

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

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

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

6.05 *Substitutes and "Or-Equals"*

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

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

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

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

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

2. *Substitute Items*

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

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

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

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

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

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

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

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

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

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

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

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

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

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

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

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

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

6.12 *Record Documents*

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

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

6.13 *Safety and Protection*

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

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

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

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

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

D. *Submittal Procedures*

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

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

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

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

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

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

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

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

E. *ENGINEER's Review*

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

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

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

F. *Resubmittal Procedures*

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

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

6.18 *Continuing the Work*

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

6.19 *CONTRACTOR's General Warranty and Guarantee*

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

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

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

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

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

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

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

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

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

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

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

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

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

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

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

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

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

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

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

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

7.02 *Coordination*

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and

programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER

informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be

accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the

interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and

other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's

correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days

after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed

to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as

CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages

within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no

demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;
 - b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph

12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection

therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or

Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not

promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in

paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise

by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 CONTRACTOR's Warranty of Title

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is

substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree

constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the

final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's

continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equip-

ment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as

either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

SC-1.01.A.20 ENGINEER's Consultant(s) include:

Urban Surveying, Inc.
2004 N. Commerce Street
Victoria, TX 77901-5510
(361) 578-9837

SC-1.01.A.40 Add the following sentence at the end of paragraph 1.01.A.40:

The Site of the work is within Calhoun County, Texas and is more clearly defined on the Location Map in the accompanying Drawings.

SC-4.02.A.1 Geotechnical data, if any, is available from the Engineer upon request.

SC-4.06.A There are no known hazardous environmental conditions at the Site.

SC-5.04.B.1 Add the following new paragraph immediately after paragraph 5.04.B.1:

The following entities shall be listed as additional insureds and certificate holders to all policies required by paragraphs 5.04.A.3 through 5.04.A.6, inclusive:

Urban Engineering
2004 N. Commerce Street
Victoria, Texas 77901-5510

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

SC-5.04.B.2 Add the following new paragraphs immediately after paragraph 5.04.B.2:

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for damages arising out of bodily or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than Two Million Dollars (\$2,000,000.00) in any one occurrence.

Property Damage Insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount. The Property Damage portion of this coverage shall include, where applicable, explosion, collapse and underground exposure coverage.

Automobile Liability and Property Damage Insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury or death of one person and not less than Five Hundred Thousand Dollars (\$500,000.00) in any one occurrence; and Property Damage Limits of not less than Three Hundred Thousand Dollars (\$300,000.00) in any one occurrence.

SC-5.06 Delete 5.06 in its entirety.

SC-5.07 Delete 5.07 in its entirety.

SC-5.08 Delete 5.08 in its entirety.

SC-5.10 Delete 5.10 in its entirety.

SC-6.02.B Add the following new paragraph immediately after paragraph 6.02.B:

Work shall not be performed without written permission of the OWNER on the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

SC-6.06.B Add the following new paragraph immediately after paragraph 6.06.B:

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

SC-6.10.A Delete paragraph 6.10.A in its entirety and insert the following in its place:

OWNER is exempt from state and local sales tax pursuant to the provisions of Article 20.04(F) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rent or lease of all materials, supplies and equipment used or consumed in the performance of this contract may be exempted by issuing to suppliers an exemption certificate in lieu of the tax. The exemption certificate complies with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of the tax shall be subject to the provisions of the State Comptroller of Public Accounts Ruling No. 95-0.09 as amended to be effective October 2, 1968. CONTRACTOR shall pay any and all other taxes for the Work provided by CONTRACTOR which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

SC-7.01 Related Work at Site

OWNER reserves the right to perform additional work on the Project Site concurrent with this contract.

SC-9.03.A Add the following new paragraphs immediately after paragraph 9.03.A:

The duties and responsibilities of OWNER's Onsite Representative are limited and described as follows:

OWNER's Onsite Representative shall only observe, monitor and inspect CONTRACTOR's work in progress for the sole benefit of OWNER to determine if the work is proceeding in accordance with the job specifications set forth by the Project ENGINEER in the Contract Documents for this specific project. At the request of ENGINEER or CONTRACTOR and at OWNER's sole discretion, OWNER may provide a copy of the results of said observations, monitoring and inspections to ENGINEER or CONTRACTOR.

OWNER's Onsite Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).
2. Undertake any of the responsibilities or obligations of the Project ENGINEER or of a CONTRACTOR, Subcontractor, Supplier or a CONTRACTOR's or a Subcontractor Superintendent.
3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the work unless such advice or directions are specifically required on the part of OWNER by the Contract Documents.
4. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of a CONTRACTOR, Subcontractor or Supplier.
5. During OWNER's Onsite Representative's inspection, observation or monitoring of CONTRACTOR's work in progress, OWNER's Onsite Representative shall not supervise, direct or have control over the CONTRACTOR's work nor shall OWNER's Onsite Representative have authority over or responsibility for the means, methods, techniques, sequences, procedures selected by CONTRACTOR or Subcontractor for safety precautions and programs incident to CONTRACTOR or Subcontractor's work in progress, for any failure of a CONTRACTOR or Subcontractor to comply with laws and regulations applicable to a CONTRACTOR or Subcontractor performing and furnishing the work, or responsibility for a CONTRACTOR or Subcontractor's failure to furnish and perform the work in accordance with the job specifications set forth by the Project ENGINEER in the Contract Documents.

SC-11.01.A.5(j) Delete paragraph 11.01.A.5(j) in its entirety.

SC-11.01.C Delete paragraph 11.01.C in its entirety.

SC-11.03.C Delete paragraph 11.03.C in its entirety and insert the following in its place:

- C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the total cost of a particular item of Unit Price Work amounts to five percent (5%) or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.01.B.2 Modify paragraph 12.01.B.2 to read as follows:

If the value of work on the project included in a change order is not covered by unit prices contained in the Contract Documents, mutually agreed upon new unit prices for the additional work will be established. (Cost-plus-a-percentage pricing will not be allowed.)

SC-12.01.B.3 Delete paragraph 12.01.B.3 in its entirety.

SC-12.01.C Delete 12.01.C in its entirety.

SC-12.03.A Amend the second sentence of paragraph 12.03.A to read as follows:

Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, hurricanes, epidemics, evacuations, or abnormal saturated soil conditions, or acts of God.

SC-16.01.A Methods and Procedures include:

- A. The parties shall endeavor to resolve their claims by mediation. Request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- B. The parties shall share the mediator's fee equally. The mediation must take place in Calhoun County, Texas unless another location is mutually agreed upon. The parties may either agree upon a mediator, or if they cannot agree, the presiding judge of the district

courts of Calhoun County, Texas shall select the mediator. Agreements reached in mediation shall be binding on both parties and shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SC-18 Add ARTICLE 18 – MINIMUM WAGE RATES

18.01 Minimum Wage Rates

- A. The CONTRACTOR shall pay at least the wage rates for the various classes of labor employed directly on this project in accordance with the appropriate current U.S. Department of Labor General Wage Decision Numbers, which are attached to these Contract Documents and included herein. Intentional failure of CONTRACTOR to pay these wage rates for workers directly employed on this project may subject the CONTRACTOR to a penalty as specified by Texas Government Code §2258.023.

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20250029 01/03/2025

Superseded General Decision Number: TX20240029

State: Texas

Construction Type: Highway

Counties: Aransas, Calhoun, Goliad, Nueces and San Patricio
Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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.	

SC-18.01A-Minimum Wage Rates (Continued)

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

SUTX2011-010 08/08/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.64	**
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 10.69	**
Structures.....	\$ 13.61	**
LABORER		
Asphalt Raker.....	\$ 11.67	**
Flagger.....	\$ 8.81	**
Laborer, Common.....	\$ 10.25	**
Laborer, Utility.....	\$ 11.23	**
Pipelayer.....	\$ 11.17	**
Work Zone Barricade		
Servicer.....	\$ 11.51	**
PAINTER (Structures).....	\$ 21.29	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 14.25	**
Asphalt Paving Machine.....	\$ 13.44	**
Mechanic.....	\$ 17.00	**
Motor Grader, Fine Grade....	\$ 17.74	**
Motor Grader, Rough.....	\$ 16.85	**
TRUCK DRIVER		
Lowboy-Float.....	\$ 16.62	**
Single Axle.....	\$ 11.61	**

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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SC-18.01A-Minimum Wage Rates (Continued)

** 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

SC-18.01A-Minimum Wage Rates (Continued)

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).

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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

SC-18.01A-Minimum Wage Rates (Continued)

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:

SC-18.01A-Minimum Wage Rates (Continued)

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"

SC-18.01A-Minimum Wage Rates (Continued)

"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

SC-18.01A-Minimum Wage Rates (Continued)

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

SUTX2005-023 09/08/2005

	Rates	Fringes
Asphalt Distributor Operator.....	\$ 12.57	**
Asphalt paving machine operator.....	\$ 11.60	**
Asphalt Raker.....	\$ 10.63	**
Asphalt Shoveler.....	\$ 9.23	**
Broom or Sweeper Operator.....	\$ 9.32	**
Bulldozer operator.....	\$ 11.69	**
CARPENTER.....	\$ 11.70	**
Concrete Finisher, Paving.....	\$ 11.64	**
Concrete Finisher, Structures.....	\$ 10.23	**
Concrete Rubber.....	\$ 9.00	**
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....	\$ 12.00	**
Flagger.....	\$ 8.60	**
Form Builder/Setter, Structures.....	\$ 10.51	**
Form Setter, Paving & Curb.....	\$ 9.48	**
Foundation Drill Operator, Truck Mounted.....	\$ 14.58	**
Front End Loader Operator.....	\$ 10.62	**

SC-18.01A-Minimum Wage Rates (Continued)

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.

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** 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

SC-18.01A-Minimum Wage Rates (Continued)

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

SC-18.01A-Minimum Wage Rates (Continued)

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

SC-18.01A-Minimum Wage Rates (Continued)

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

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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.

SC-18.01A-Minimum Wage Rates (Continued)

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:

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

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END OF GENERAL DECISION"

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20250049 01/03/2025

Superseded General Decision Number: TX20240049

State: Texas

Construction Type: Residential

County: Calhoun County in Texas.

RESIDENTIAL CONSTRUCTION

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$17.75 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

SC-18.01A-Minimum Wage Rates (Continued)

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

SUTX1990-046 01/24/1990

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 7.25	**
BRICKLAYER.....	\$ 8.50	**
CARPENTER.....	\$ 7.25	**
CEMENT MASON/CONCRETE FINISHER...	\$ 7.25	**
ELECTRICIAN.....	\$ 7.31	**
GLAZIER.....	\$ 7.25	**
IRONWORKER.....	\$ 7.25	**
Laborers:		
LABORERS.....	\$ 7.25	**
MASON TENDERS.....	\$ 7.25	**
PAINTER.....	\$ 7.25	**
Plumbers and Pipefitters.....	\$ 8.01	**
ROOFER.....	\$ 7.25	**
Sheet metal worker.....	\$ 9.44	**
TRUCK DRIVER.....	\$ 7.25	**

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

SC-18.01A-Minimum Wage Rates (Continued)

** 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>.

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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.

SC-18.01A-Minimum Wage Rates (Continued)

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.

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?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

SC-18.01A-Minimum Wage Rates (Continued)

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

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- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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U.S. Department of Labor
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SC-18.01A-Minimum Wage Rates (Continued)

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"

SC-18.01A-Minimum Wage Rates (Continued)

"General Decision Number: TX20250277 03/14/2025

Superseded General Decision Number: TX20240277

State: Texas

Construction Type: Building

Counties: Calhoun, Goliad and Victoria Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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

SC-18.01A-Minimum Wage Rates (Continued)

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

ELEC0278-002 08/25/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 30.80	8.97

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

* SUTX2014-057 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.04	0.00
CARPENTER.....	\$ 15.21 **	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 15.33 **	0.00

SC-18.01A-Minimum Wage Rates (Continued)

INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 9.68 **	0.00
LABORER: Mason Tender - Brick....	\$ 11.36 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 14.45 **	0.00
PIPEFITTER.....	\$ 25.80	8.55
PLUMBER.....	\$ 25.64	8.16
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52

SC-18.01A-Minimum Wage Rates (Continued)

SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	6.53
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** 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

SC-18.01A-Minimum Wage Rates (Continued)

(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

SC-18.01A-Minimum Wage Rates (Continued)

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

SC-18.01A-Minimum Wage Rates (Continued)

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"

00810
CALHOUN COUNTY
GENERAL CONDITIONS

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

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

Governing Law:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Governing Forms:

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

Addendums:

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

Indemnification/Hold Harmless:

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

Waiver of Subrogation:

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

Bonds:

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

Taxes:

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

Pricing:

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

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

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

Inspections:

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

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

Testing:

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

Material Safety Data Sheets:

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

Awards:

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

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

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

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

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

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

Assignment:

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

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

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

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

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

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

Delivery:

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

Rejections:

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

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

Termination:

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

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

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

Delinquent Property Taxes:

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

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

Certificate of Interested Parties – Form 1295

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

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

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

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

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

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

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

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

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

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

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

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

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

Debarment:

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

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

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

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

Invoices and Payments:

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

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

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

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

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

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

Gratuities:

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

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

Warranty Product:

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

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

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

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

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

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

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

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

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

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

Cancellation:

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

Force Majeure:

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

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

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

Waiver:

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

Applicable Law:

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

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

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

Insurance:

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

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

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

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

Coverages shall apply on an occurrence basis.

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

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

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

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

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

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

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

OSHA Requirements:

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

The bidder/vendor hereby guarantees to Calhoun County that all materials, supplies, equipment and/or services listed on the Bid, RFP, RFQ, Contract, Purchase Order or Invoice shall conform to the requirements, specifications and standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

Protest Procedures:

All protests and disputes will be held in Port Lavaca, Calhoun County, Texas.

Any actual or prospective bidder/vendor who believes they are aggrieved in connection with or pertaining to a Bid, RFP, RFQ, and/or Contract may file a protest. The protest must be delivered in writing to the Calhoun County Auditor's Office, in person or by certified mail return receipt requested prior to award. The written protest must include:

- Name, mailing address and business phone number of the protesting party;
- Appropriate identification of the Bid, RFP, RFQ, and/or Contract being protested;
- A precise statement of the reasons for the protest; and
- Any documentation or other evidence supporting the protest and any alleged claims.

The Calhoun County Auditor's Office will attempt to resolve the protest, including at the County Auditor's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to Calhoun County Commissioners Court.

If the Calhoun County Auditor's Office is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by Calhoun County Commissioners Court. Applicable documentation and other information applying to the protest will be forwarded to Calhoun County Commissioners Court, who will promptly review such documentation and information.

If additional information is required, Calhoun County Commissioners Court will notify the protesting party to provide such information. The decision of Calhoun County Commissioners Court will be final.

Public Information Act:

All governmental information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Bidder/Vendor waives any obligation to the release to the public of any documents submitted in accordance with the Bid, RFP, RFQ, and/or Contract. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

CALHOUN COUNTY AUDITOR

To request information from Calhoun County, please contact:

Calhoun County Auditor
Calhoun County Courthouse Annex II
202 S Ann St, Suite B
Port Lavaca, TX 77979
Phone: 361-553-4610
Fax: 361-553-4614

The Packet, Invitation for Bids, Request for Proposals and/or Request for Qualifications are posted on Calhoun County's website, www.calhouncotx.org, under Public Notices, Bid Notices and Results.

ATTACHMENT A

CALHOUN COUNTY, TEXAS GENERAL CONDITIONS

CERTIFICATE OF INTERESTED PARTIES FORM 1295

A business entity will generate Form 1295 online after notification of award and submit with their signed contract. Form 1295 must be filled out and submitted online, printed, complete #6, signed and returned with the Agreement, Contract, or Lease. *See Calhoun County, Texas – Policy of Compliance*

TO FILL OUT FORM 1295:

Go to: <https://www.ethics.state.tx.us/File>

1. If you have an account, log in and proceed with the process or if you do not have an account, follow the instructions to set up an account and then proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number and date submitted in the upper right hand box that is marked "Office Use Only".
3. The Respondent or an authorized agent of the Respondent must sign and date the printed copy of the form (making sure all of #6 is completed).
4. The completed Form 1295 must be included with your Agreement, Contract or Lease, when it is submitted to Calhoun County.

For help in filling out the form:

- #1 Name of Business Entity filing the form, and the City, State and Country of the Entity's place of business
- #2 Calhoun County, Texas
(Also, if applicable, insert name of County Department)
- #3
 - Contract number, if not given, can be the year or dates associated with the Agreement, Contract, Lease or if for a Bid, RFP, or RFQ, the Bid, RFP, RFQ number and dates the Bid, RFP, RFQ pertains to
 - Description is description of Agreement, Contract, Lease or name of Bid, RFP, RFQ

On #4 and #5, complete only the one that applies to you

#4 Fill in the correct information if this applies

OR

#5 Mark an X in the Box if this applies

#6 Fill in the correct information, submit and print
After printing, the respondent or an authorized agent of the respondent must sign and date (making sure all of #6 is completed)

When you print you should see a Certificate Number and Date in the upper right hand box that is marked "Office Use Only".

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Calhoun County, Texas

POLICY OF COMPLIANCE

SECTION 2252.908 TEXAS GOVERNMENT CODE

Approved by Commissioners Court January 28, 2016

Amended by Commissioners Court January 31, 2018 and September 14, 2022

BACKGROUND

Section 2252.908 was added to the Government Code by the 84th Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the county at the time the contract is considered for action by Commissioner's Court. The term "business entity" includes a sole proprietorship, partnership or corporation (whether for-profit or non-profit). The term "contract" includes amendment, extension or renewal of an existing contract. The law does not apply to a contract between the County and another governmental entity or state agency. The county is required to file Form 1295 with the state within 30 days of approving a contract with a business entity. Governmental transparency is the objective of the law.

Senate Bill 255 adopted by the 85th Legislature Regular Session amended the law effective for contracts entered into or amended on or after January 1, 2018. Additional exemptions from Form 1295 requirement were added for 1) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity, 2) a contract with an electric utility as defined by Section 31.002 of the Utilities Code, or 3) a contract with a gas utility as defined by Section 121.001 of the Utilities Code. Notarization of Form 1295 has been replaced by an unsworn statement under penalty of perjury by an authorized representative of the business entity.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. A business entity will generate Form 1295 online. Calhoun County will acknowledge online the receipt of Form 1295 after a contract is executed. Within seven business days, Form 1295 will be available for public viewing on the Commission's website.

COMPLAINT

Calhoun County Commissioners Court will not consider for action any contract with a business entity unless it is accompanied by a completed, signed Form 1295 or a signed statement declaring the provision of the law under which the business entity is exempt.

No later than 30 days after Commissioner's Court approves a contract with a non-exempt business entity, the **County Clerk** will file acknowledgement of receipt of the Form 1295 with the Texas Ethics Commission.

CHANGE ORDER

No. _____

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Calhoun County

CONTRACTOR: _____

ENGINEER: Urban Engineering

CONTRACT: The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

OWNER's CONTRACT NO.: Bid No. 2025.09

ENGINEER's PROJECT NO.: E25470.01

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ _____
Net Increase (Decrease) from previous Change Orders No. _____ to No. _____: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)By: _____
OWNER (Authorized Signature)By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

WORK CHANGE DIRECTIVE

No. _____

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Calhoun County

CONTRACTOR: _____

ENGINEER: Urban Engineering

CONTRACT: The construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.

PROJECT: Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements

OWNER's CONTRACT NO.: Bid No. 2025.09

ENGINEER's PROJECT NO.: E25470.01

You are directed to make the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change):

If OWNER or CONTRACTOR believes that the above change has affected Contract Price, any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices

☐ Lump Sum

☐ Cost of the Work _____

Estimated increase (decrease) in Contract Price:

\$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days.

RECOMMENDED:
ENGINEER

AUTHORIZED:
OWNER

ACCEPTED:
CONTRACTOR

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

PROJECT SPECIFICATIONS

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SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work including work by Owner, Owner furnished products, required Work sequence, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

Work of the contract is for the Bid No. 2025.09 – Calhoun County Bill Sanders Park – Swan Point Paving & Sidewalk Improvements which includes the construction of approximately 12,000 square feet of concrete sidewalk and approximately 6,000 square yards of parking lot pavement at the Bill Sanders Park – Swan Point in Seadrift, Texas.

1.03 ALTERNATES - None

1.04 WORK BY OWNER - None

1.05 OWNER FURNISHED PRODUCTS - None

1.06 REQUIRED WORK SEQUENCE - None

1.07 OWNER OCCUPANCY

- A. The Owner will occupy the site during the entire period of construction for the conduct of normal operations.
- B. Cooperate with the Owner to minimize conflict and to facilitate the Owner's operations. Coordinate Contractor's activities with Engineer.
- C. Schedule Work to accommodate this requirement.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01015

CONTRACTOR USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general use of the site including properties inside and outside of the site, work affecting roadways, ramps, streets and driveways and notification to adjacent occupants.

1.02 SITE

- A. Confine access and operations and storage areas to site provided by Owner; trespassing on abutting lands or other lands in the area is not allowed.
- B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of the site.

1.03 PROPERTIES OUTSIDE OF SITE

- A. Altering the condition of properties adjacent to the site will not be permitted unless authorized by the Engineer.
- B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of the site will not be permitted.
- C. Any damage to properties outside of the site shall be repaired or replaced to the satisfaction of the Engineer and at no cost to the Owner.

1.04 USE OF SITE

- A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets.
- B. Notify Engineer 48 hours prior to closing a street or a street crossing. Permits for street closures are required in advance and are the responsibility of the Contractor.
- C. Maintain access for emergency vehicles including access to fire hydrants.
- D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.
- E. Locate and protect private lawn sprinkler systems which may exist within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work.
- F. Perform daily clean up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave buildings, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

- A. Notify individual occupants in areas to be affected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

SECTION 01015

CONTRACTOR USE OF PREMISES

- B. Include in notification name and telephone numbers of a company representative for resident contact. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.
- C. Submit proposed notification to Engineer for approval. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

- A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.
- B. Operate all trucks in accordance with applicable provisions of the City's Ordinances.
- C. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or exceptionally large or heavy trucks or equipment.
- D. Construct and maintain access roads and parking areas as specified in Section 01500 - Temporary Facilities and Controls.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

- A. Avoid hindering or needlessly inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time, except by permission of the Engineer.
- B. Obtain the Engineer's approval when the nature of the Work requires closing of an entire street. Permits required for street closure are the Contractor's responsibility. Avoid unnecessary inconvenience to abutting property owners.
- C. Remove surplus materials and debris and open each block for public use as work in that block is complete.
- D. Acceptance of any portion of the Work will not be based on return of street to public use.
- E. Avoid obstructing driveways or entrances to private property.
- F. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

- A. Provide barricades and signs in accordance with Section VI of the State of Texas Manual on Uniform Traffic Control Devices.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for measurement and payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.02 AUTHORITY

- A. Measurement methods delineated in Specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the Specification section shall govern.
- B. Measurements and quantities submitted by the Contractor will be verified by the Engineer.
- C. Contractor shall provide necessary equipment, workers, and survey personnel as required by Engineer to verify quantities.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantity and measurement estimates stated in the Agreement are for contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Engineer shall determine payment as stated in the General Conditions.
- B. If the actual Work requires greater or lesser quantities than those quantities indicated in the Unit Price Bid, provide the required quantities at the unit prices contracted, except as otherwise stated in the General Conditions.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Reinforcing steel, rolled or formed steel or other metal shapes will be measured by CRSI or AISC Manual of Steel Construction weights. Welded assemblies will be measured by CRSI or AISC Manual of Steel Construction or scale weights.
- B. Measurement by Volume:
 - 1. Stockpiles: Measured by cubic dimension using mean length, width, and height or thickness.
 - 2. Excavation and Embankment Materials: Measured by cubic dimension using the average end area method.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Price Measurement: By unit designated in the agreement.
- F. Other: Items measured by weight, volume, area, or lineal means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PAYMENT

- A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services, and incidentals; and erection, application or installation of an item of the Work; and Contractor's overhead and profit.

SECTION 01025

MEASUREMENT AND PAYMENT

- B. Total compensation for required Unit Price Work shall be included in the Unit Price Bid. Claims for payment as Unit Price Work, but not specifically covered in the list of unit prices contained in the Unit Price Bid, will not be accepted.
- C. Interim payments for stored materials will be made only for materials to be incorporated under items covered in unit prices, unless disallowed in Supplementary Conditions. Such materials must be stored on the jobsite or at a location approved by the Engineer.
- D. Progress payments will be based on the Engineer's observations and evaluations of quantities incorporated in the Work multiplied by the unit price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities determined by Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.
- F. Some individual technical specifications may contain measurement and/or payment provisions that may not be consistent with the Bid Form. In all cases, the Bid Form will take precedence over the technical specifications with regard to measurement and payment.

1.06 NONCONFORMANCE ASSESSMENT

- A. Remove and replace the Work, or portions of the Work, not conforming to the Contract Documents.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:
 - 1. The nonconforming Work will remain as is, but the unit price will be adjusted to a lower price at the discretion of Engineer.
 - 2. The nonconforming Work will be modified as authorized by the Engineer, and the unit price will be adjusted to a lower price at the discretion of Engineer, if the modified work is deemed to be less suitable than originally specified.
- C. Specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of Engineer to assess the nonconforming work and identify payment adjustment is final.

1.07 NONPAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable to Engineer.
 - 2. Products determined as nonconforming before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work, unless specified otherwise.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for processing Change Orders, including:
 - 1. Assignment of a responsible individual for approval and communication of changes in the Work;
 - 2. Documentation of change in Contract Price and Contract Time;
 - 3. Change procedures, using proposals and construction contract modifications, work change directive, stipulated price change order, unit price change order, time and materials change order;
 - 4. Execution of Change Orders;
 - 5. Correlation of Contractor submittals.

1.02 REFERENCES

- A. Rental Rate Blue Book for Construction Equipment (Data Quest Blue Book). Rental Rate is defined as the full unadjusted base rental rate for the appropriate item of construction equipment.

1.03 RESPONSIBLE INDIVIDUAL

- A. Contractor shall provide a letter indicating the name and address of the individual authorized to execute change documents, and who shall also be responsible for informing others in Contractor's employ and Subcontractors of changes to the Work. The information shall be provided at the Preconstruction Conference.

1.04 DOCUMENTATION OF CHANGE IN CONTRACT PRICE AND CONTRACT TIME

- A. Contractor shall maintain detailed records of changes in the Work. Provide full information required for identification and evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
- C. Proposals shall include, as a minimum, the following information as applicable:
 - 1. Quantities of items in the original Bid Form with additions, reductions, deletions, and substitutions.
 - 2. When Work items were not included in the Bid Form, Contractor shall provide unit prices for the new items, with supporting information as required by the Engineer.
 - 3. Justification for any change in Contract Time.
 - 4. Additional data upon request.
- D. For changes in the Work performed on a time-and-material basis, the following additional information may be required:
 - 1. Quantities and description of products and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.
 - 4. Dates and times work was performed, and by whom.
 - 5. Time records and certified copies of applicable payrolls.
 - 6. Invoices and receipts for products, rented equipment, and subcontracts, similarly documented.
- E. Rented equipment will be paid to the Contractor by actual invoice cost for the duration of time required to complete the extra work. If the extra work comprises only a portion of the rental

invoice where the equipment would otherwise be on the site, the Contractor shall compute the hourly equipment rate by dividing the actual monthly invoice by 176. (One day equals 8 hours and one week equals 40 hours.) Operating costs shall not exceed the estimated operating costs given for the item of equipment in the Blue Book.

- F. For changes in the work performed on a time-and-materials basis using Contractor-owned equipment, compute rates with the Blue Book as follows:
 - 1. Multiply the appropriate Rental Rate by an adjustment factor of 70 percent plus the full rate shown for operating costs. The Rental Rate utilized shall be the lowest cost combination of hourly, daily, weekly or monthly rates. Use 150 percent of the Rental Rate for double shifts (one extra shift per day) and 200 percent of the Rental Rate for more than two shifts per day. No other rate adjustments shall apply.
 - 2. Standby rates shall be 50 percent of the appropriate Rental Rate shown in the Blue Book. Operating costs will not be allowed.

1.05 CHANGE PROCEDURES

- A. Changes to Contract Price or Contract Time can only be made by issuance of a Change Order. Issuance of a Work Change Directive or written acceptance by the Engineer of changes will be formalized into Change Orders. All changes will be in accordance with the requirements of the General Conditions.
- B. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by the General Conditions by issuing supplemental instructions.
- C. Contractor may request clarification of Drawings, Specifications or Contract Documents or other information. Response by the Engineer to a Request for Information does not authorize the Contractor to perform tasks outside the scope of the Work. All changes must be authorized as described in this section.

1.06 PROPOSALS AND CONTRACT MODIFICATIONS

- A. The Engineer may issue a - Request for Proposal, which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications. The Engineer may also request a proposal in the response to a Request for Information. Contractor will prepare and submit its Proposal within 7 days or as specified in the request.
- B. The Contractor may propose an unsolicited change by submitting a Proposal to the Engineer describing the proposed change and its full effect on the Work, with a statement describing the reason for the change and the effect on the Contract Price and Contract Time including full documentation.

1.07 WORK CHANGE DIRECTIVE

- A. Engineer may issue a signed Work Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. The document will describe changes in the Work and will designate a method of determining any change in Contract Price or Contract Time.
- C. Contractor shall proceed promptly to execute the changes in the Work in accordance with the Work Change Directive.

1.08 STIPULATED PRICE CHANGE ORDER

- A. A stipulated price Change Order will be based on an accepted Proposal including the Contractor's lump sum price quotation.

1.09 UNIT PRICE CHANGE ORDER

- A. Where Unit Prices for the affected items of Work are included in the Bid Form, the unit price Change Order will be based on unit prices as originally bid, subject to provisions of the General Conditions.
- B. Where unit prices of Work are not pre-determined in the Bid Form, Work Change Directive or accepted Proposal will specify the unit prices to be used.

1.10 TIME-AND-MATERIAL CHANGE ORDER

- A. Contractor shall provide an itemized account and supporting data after completion of change, within time limits indicated for claims in the General Conditions.
- B. Engineer will determine the change allowable in Contract Price and Contract Time as provided in the General Conditions.
- C. Contractor shall maintain detailed records of work done on time-and-material basis as specified in paragraph 1.04, Documentation of Change in Contract Price and Contract Time.
- D. Contractor shall provide full information required for evaluation of changes, and shall substantiate costs for changes in the Work.

1.11 EXECUTION OF CHANGE DOCUMENTATION

- A. Engineer will issue Change Orders, Work Change Directives, or accepted Proposals for signatures of parties as described in the General Conditions.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

- A. For Stipulated Price Contracts, Contractor shall promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- B. For Unit Price Contracts, the next monthly estimate of work after acceptance of a Change Order will be revised to include any new items not previously included and the appropriate unit rates.
- C. Contractor shall promptly revise progress schedules to reflect any change in Contract Time, and shall revise schedules to adjust time for other items of work affected by the change, and resubmit for review.
- D. Contractor shall promptly enter changes to the on-site and record copies of the Drawings, Specifications or Contract Documents as required in Section 01720 - Project Record Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01040

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general coordination including preconstruction conference, site mobilization conference, and progress meetings.

1.02 RELATED DOCUMENTS

- A. Coordination is required throughout the documents. Refer to all of the Contract Documents and coordinate as necessary.

1.03 ENGINEER AND REPRESENTATIVES

- A. The Engineer may act directly or through designated representatives as defined in the General Conditions and as identified by name at the preconstruction conference.

1.04 CONTRACTOR COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Specifications sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of Work for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- C. Coordinate access to site for correction of nonconforming Work to minimize disruption of Owner's activities where Owner is in partial occupancy.

1.05 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a preconstruction conference.
- B. Attendance Required: Engineer's representatives, Consultants, Contractor, and major Subcontractors.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Designation of personnel representing the parties in Contract, and the Consultant.
 - 3. Review of insurance.
 - 4. Discussion of formats proposed by the Contractor for schedule of values, and construction schedule.
 - 5. Procedures and processing of shop drawings and other submittals, substitutions, pay estimates or applications for payment, Requests for Information, Request for Proposal, Change Orders, and Contract closeout.
 - 6. Scheduling of the Work and coordination with other contractors.
 - 7. Review of Subcontractors.
 - 8. Appropriate agenda items listed for Site Mobilization Conference, paragraph 1.06 C, when preconstruction conference and site mobilization conference are combined.
 - 9. Procedures for testing.
 - 10. Procedures for maintaining record documents.

1.06 SITE MOBILIZATION CONFERENCE

- A. When required by the Contract Documents, Engineer will schedule a conference at the Project site prior to Contractor occupancy.

SECTION 01040

COORDINATION AND MEETINGS

- B. Attendance Required: Engineer representatives, Consultants, Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor
 - 2. Safety and first aid procedures
 - 3. Construction controls provided by Owner
 - 4. Temporary utilities
 - 5. Survey and layout
 - 6. Security and housekeeping procedures

1.07 PROGRESS MEETINGS

- A. Project meetings shall be held at Project field office or other location as designated by the Engineer. Meeting shall be held at monthly intervals, or more frequent intervals if directed by Engineer.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Engineer representatives, and Consultants as appropriate to agenda topics for each meeting.
- C. Engineer or his representative will make arrangements for meetings and recording minutes.
- D. Engineer or his representative will prepare the agenda and preside at meetings.
- E. Contractor shall provide required information and be prepared to discuss each agenda item.
- F. Agenda:
 - 1. Review minutes of previous meetings
 - 2. Review of Work progress schedule submittal, and pay estimates, payroll and compliance submittals
 - 3. Field observations, problems, and decisions
 - 4. Identification of problems which impede planned progress
 - 5. Review of submittals schedule and status of submittals
 - 6. Review of Request for Information and Request for Proposal status
 - 7. Change order status
 - 8. Review of off-site fabrication and delivery schedules
 - 9. Maintenance of progress schedule
 - 10. Corrective measures to regain projected schedules
 - 11. Planned progress during succeeding work period
 - 12. Coordination of projected progress
 - 13. Maintenance of quality and work standards
 - 14. Effect of proposed changes on progress schedule and coordination
 - 15. Other items relating to Work

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cutting, patching and fitting of Work to existing facilities, or to accommodate installation or connection of Work with existing facilities, or to uncover work for access, inspection or testing.

1.02 CUTTING AND PATCHING

- A. Perform activities to avoid interference with facility operations and the Work of others in accordance with the Document 00700 - General Conditions of the Contract.
- B. Execute cutting and patching, including excavation, backfill and fitting to:
 - 1. Remove and replace defective Work or Work not conforming to the Drawings and Specifications.
 - 2. Take samples of installed Work as required for testing.
 - 3. Remove construction required to provide for specified alteration or addition to existing work.
 - 4. Uncover Work to provide for inspection or reinspection of covered Work by the Engineer or regulatory agencies having jurisdiction.
 - 5. Connect any Work that was not accomplished in the proper sequence to completed Work.
 - 6. Remove or relocate existing utilities and pipes which obstruct Work to which connections must be made.
 - 7. Make connections or alterations to existing or new facilities.
 - 8. Provide openings, channels, chases and flues, if any, and do cutting, patching and finishing.
- C. Restore existing work to a state equal to or better than that prior to cutting and patching. Restore new Work to standards of these Specifications.
- D. Support, anchor, attach, match, trim and seal materials to the Work of others. Unless otherwise specified, furnish and install sleeves, inserts, hangers, required for the execution of the Work.
- E. Provide shoring, bracing and support as required to maintain structural integrity and protect adjacent Work from damage during cutting and patching. Before cutting beams or other structural members, anchors, lintels or other supports, request written instructions from the Engineer. Follow such instructions, as applicable.

1.03 SUBMITTALS

- A. Submit written notice to the Engineer requesting consent to proceed prior to cutting which may affect structural integrity or design function, Owner operations, or work of another contractor.
- B. Include the following in submittal:
 - 1. Identification of project.
 - 2. Description of affected Work.
 - 3. Necessity for cutting.
 - 4. Effect on other work and on structural integrity.
 - 5. Include description of proposed Work:
 - a. Scope of cutting and patching.
 - b. Contractor, subcontractor or trade to execute Work.
 - c. Products proposed to be used.

SECTION 01045

CUTTING AND PATCHING

- d. Extent of refinishing.
 - e. Schedule of operations.
 - 6. Alternatives to cutting and patching, if any.
- C. Should conditions of Work or schedule indicate change of materials or methods, submit a written recommendation to the Engineer including:
- 1. Conditions indicating change.
 - 2. Recommendations for alternative materials or methods.
 - 3. Submittals as required for substitutions.
- D. Submit written notice to the Engineer designating time Work will be uncovered for observation. Do not begin cutting or patching operations until authorized by the Engineer.
- 1.04 CONNECTIONS TO EXISTING FACILITIES
- A. Perform construction necessary to complete connections and tie-ins to existing facilities. Keep all existing facilities in continuous operation unless otherwise specifically permitted in these Specifications or approved by the Engineer.
- B. Coordinate with the Engineer and utility owner, interruption of service requiring connection into existing facilities. Bypassing of wastewater or sludge to waterways is not permitted. Provide temporary pumping facilities to handle wastewater if necessary. Use temporary bulkheads (e.g., inflatable plugs) to minimize disruption. Provide temporary power supply and piping to facilitate construction where necessary.
- C. Submit a detailed schedule of proposed connections, including shut-downs and tie-ins. Include in the submittal the proposed time and date as well as the anticipated duration of the Work. Submit the detailed schedule coordinated with the construction schedule.
- 1. Provide specific time and date information to the Engineer 48 hours in advance of proposed Work.
- D. Procedures and Operations:
- 1. The Contractor shall operate existing pumps, valves and gates required for sequencing procedures as directed by the Engineer. Do not operate any valve, gate or other item of equipment without the knowledge of the Engineer.
 - 2. Insofar as possible, equipment shall be tested and in operating condition before final tie-ins are made to connect equipment to the existing facility.
 - 3. Carefully coordinate Work and schedules. Provide written notice to the Engineer and utility owner at least 48 hours before shut-downs or by-passes are required.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01050

FIELD SURVEYING

PART 1 GENERAL

1.01 QUALITY CONTROL

- A. Conform to State of Texas laws for surveys requiring licensed surveyors. Employ a land surveyor acceptable to Engineer, if required.

1.02 SUBMITTALS

- A. Submit to Engineer the name, address, and telephone number of Surveyor before starting survey work.
- B. Submit documentation verifying accuracy of survey work on request.
- C. Submit information under provisions of Section 01300 - Submittals.

1.03 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Submit Record Documents under provisions of Section 01720 - Project Record Documents.

1.04 EXAMINATION

- A. Verify locations of survey control points prior to starting Work.
- B. Notify Engineer immediately of any discrepancies discovered.

1.05 SURVEY REFERENCE POINTS

- A. Control datum for survey is that established by Owner-provided survey as indicated on Drawings or in the Special Conditions.
- B. Locate and protect survey control points, including property corners, prior to starting site work; preserve permanent reference points during construction.
- C. Notify Engineer 48 hours in advance of need for relocation of reference points due to changes in grades or other reasons.
- D. Report promptly to Engineer the loss or destruction of any reference point.
- E. Contractor shall reimburse Owner for cost of reestablishment of permanent reference points disturbed by Contractor's operations.

1.06 SURVEY REQUIREMENTS

- A. Utilize recognized engineering survey practices.
- B. Establish a minimum of two permanent benchmarks on site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- C. Establish elevations, lines and levels to provide quantities required for measurement and payment and to provide appropriate controls for the Work. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading; fill and topsoil placement; utility locations, slopes, and invert elevations.

SECTION 01050

FIELD SURVEYING

2. Grid or axis for structures.

D. Verify periodically layouts by same means.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes general quality assurance as related to Reference Standards and a list of references.

1.02 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on the date as stated in the General Conditions.
- C. Request clarification from Engineer before proceeding should specified reference standards conflict with Contract Documents.

1.03 SCHEDULE OF REFERENCES

AASHTO American Association of State Highway and Transportation Officials
444 North Capitol Street, N.W.
Washington, DC 20001

ACI American Concrete Institute
P.O. Box 19150
Reford Station
Detroit, MI 48219-0150

AGC Associated General Contractors of America
1957 E Street, N.W.
Washington, DC 20006

AI Asphalt Institute
Asphalt Institute Building
College Park, MD 20740

AITC American Institute of Timber Construction
333 W. Hampden Avenue
Englewood, CO 80110

AISC American Institute of Steel Construction
400 North Michigan Avenue, Eighth Floor
Chicago, IL 60611

AISI American Iron and Steel Institute
1000 16th Street, N.W.
Washington, DC 20036

ASME American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017

SECTION 01090

REFERENCE STANDARDS

ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
API	American Petroleum Institute 1220 L Street, N.W. Washington, DC 20005
AREA	American Railway Engineering Association 50 F Street, N.W. Washington, DC 20001
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society P.O. Box 35104 Miami, FL 33135
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRD	U.S.A. Corps. of Engineers
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60173-4758
EJMA	Expansion Joint Manufacturers Association 707 Westchester Avenue White Plains, NY 10604
FS	Federal Standardization Documents General Services Administration, Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
ICEA	Insulated Cable Engineer Association P.O. Box 440 S. Yarmouth, MA 02664

SECTION 01090

REFERENCE STANDARDS

IEEE	Institute of Electrical and Electronics Engineers 445 Hoes Lane P.O. Box 1331 Piscataway, NJ 0855-1331
MIL	Military Specifications General Services Administration, Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406
NACE	National Association of Corrosion Engineers P. O. Box 986 Katy, TX 77450
NEMA	National Electrical Manufacturers' Association 2101 L Street, N.W., Suite 300 Washington, DC 20037
NFPA	National Fire Protection Association Batterymarch Park, P.O. Box 9101 Quincy, MA 02269-9101
OSHA	Occupational Safety Health Administration U.S. Department of Labor, Government Printing Office Washington, DC 20402
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077-1083
PCI	Prestressed Concrete Institute 201 North Wacker Drive Chicago, IL 60606
SDI	Steel Deck Institute Box 9506 Canton, OH 44711
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality P. O. Box 13087 Austin, TX 78711-3087
TxDOT	Texas Department of Transportation 11th and Brazos Austin, TX 78701 2483
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

SECTION 01090

REFERENCE STANDARDS

UNI-BELL UNI-BELL Pipe Association
 2655 Villa Creek Drive, Suite 155
 Dallas, TX 75234

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures for:
 - 1. Schedule of Values
 - 2. Construction Schedules
 - 3. Shop Drawings, Product Data, and Samples
 - 4. Operations and Maintenance Data
 - 5. Manufacturer's Certificates
 - 6. Construction Photographs
 - 7. Project Record Documents
 - 8. Design Mixes

1.02 SUBMITTAL PROCEDURES

- A. Scheduling and Handling
 - 1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal is approved.
 - 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor.
 - 3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. No quantities will be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.
 - 4. Submit five copies of documents unless otherwise specified in the following paragraphs or in the Specifications.
 - 5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
 - 6. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.
- B. Transmittal Form and Numbering
 - 1. Transmit each submittal to the Engineer with a transmittal form.
 - 2. Sequentially number each transmittal form beginning with the number 1. Resubmittals shall use the original number with an alphabetic suffix (i.e., 2A for first resubmittal of Submittal 2 or 15C for third resubmittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
 - 3. Identify variations from requirements of Contract Documents and identify product or system limitations.
- C. Contractor's Certification
 - 1. Each submittal shall contain a statement, signed by the Contractor, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.

1.03 SCHEDULE OF VALUES

- A. Submit a Schedule of Values at least 10 days prior to the first Application for Payment. A Schedule of Values shall be provided for each of the items indicated as Lump Sum (LS) in the Unit Price Bid for which the Contractor requests to receive progress payments.
- B. Schedule of Values shall be typewritten on 8-1/2" x 11", plain bond, white paper. Use the Table of Contents of this Project Manual as a format for listing costs of Work by Section.
- C. Round off figures for each listed item to the nearest \$100.00 except for the value of one item, if necessary, to make the total price for all items listed in the Schedule of Values equal to the applicable lump sum amount in the Unit Price Bid.
- D. For Unit Price Contracts, items should include a proportional share of Contractor's overhead and profit, such that the total of all items listed in the Schedule of Values equals the Contract amount. For Stipulated Price Contracts, mobilization, bonds, and insurance may be listed as separate items in the Schedule of Values.
- E. For lump sum equipment items where submittal of operations and maintenance data and testing are required, include a separate item for equipment operation and maintenance data submittal valued at 5 percent of the lump sum amount and a separate item for testing and adjusting valued at 5 percent of the lump sum amount.
- F. Revise the Schedule of Values and resubmit for items affected by Contract Modifications, Change Orders, and Work Change Directives. Submit revised Schedule of Values 10 days prior to the first Application for Payment after the changes are approved by the Engineer.

1.04 CONSTRUCTION SCHEDULES

- A. Submit Construction Schedules for the Work in accordance with the requirements of this Section. The Construction Schedule Submittal shall be a bar chart, either computer generated, or prepared manually and a narrative report.
- B. During the Pre-construction Meeting, as noted in Section 01040 - Coordination and Meetings, the Contractor shall provide a sample of the format to be used for the Construction Schedule Submittal. The format is subject to approval by the Engineer. Review of the submittal will be provided within 7 days of the submittal of the sample.
- C. Within 7 days of the receipt of approval of the Contractor's format, or 14 days of the Notice to Proceed, whichever is later, the Contractor shall submit a proposed Construction Schedule for review. The Construction Schedule Submittal shall meet the following requirements:
 - 1. The schedule shall usually include a total of at least 20 but not more than 50 activities. Fewer activities may be accepted, if approved by the Engineer.
 - 2. For projects with work at different physical locations, each location should be indicated separately within the schedule.
 - 3. For projects with multiple crafts or significant subcontractor components, these elements should be indicated separately within the schedule.
 - 4. For projects with multiple types of tasks within the scope, these types of work should be indicated separately within the schedule.
 - 5. For projects with significant major equipment items or materials worth over 30 percent of the Total Contract Price, the schedule shall indicate dates when these items are to be purchased, when they are to be delivered, and when installed.
 - 6. For projects where operating plants are involved, each period of work which will require the shut down of any process or operation shall be identified in the Schedule and must be agreed to by the Engineer prior to starting work in the area.

SECTION 01300

SUBMITTALS

7. A tabulation of the estimated monthly billings for the work shall be prepared and submitted by the Contractor with the first schedule submittal. This information is not required in the monthly updates, unless significant changes in Work require resubmittal of the schedule for review. The total for each month and a cumulative total will be indicated. These monthly forecasts are only for planning purposes of the Engineer. Monthly payments for actual work completed will be made by the Engineer in accordance with the General Conditions.
- D. The Contractor must receive approval of the Engineer for the Schedule and billing estimate prior to the first monthly Application for Payment. No payment will be made until these are accepted.
- E. Upon written request from the Engineer, the Contractor shall revise and submit for approval all or any part of the Construction Schedule to reflect changed conditions in the Work or deviations made from the original plan and schedule.
- F. The Contractor's Construction Schedule shall thereafter be updated with the Actual Start and Actual Finish Dates, Percent Complete, and Remaining Duration of each Activity and submitted monthly. The date to be used in updating the monthly Construction Schedule shall be the same Date as is used in the monthly Application for Payment. This monthly update of the schedule shall be required before the monthly Application for Payment will be processed for payment.
- G. The narrative Schedule Report shall include a description of changes made to the Construction Schedule; Activities Added to the Schedule; Activities Deleted from the Schedule; any other changes made to the Schedule other than the addition of Actual Start Dates and Actual Finish Dates and Remaining Durations.

1.05 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Shop Drawings
 1. Submit shop drawings for review as required by the Specifications.
 2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each drawing.
 3. The drawings shall accurately and distinctly present the following:
 - a. Field and erection dimensions clearly identified as such
 - b. Arrangement and section views
 - c. Relation to adjacent materials or structure including complete information for making connections between work under this Contract and work under other contracts
 - d. Kinds of materials and finishes
 - e. Parts list and descriptions
 - f. Assembly drawings of equipment components and accessories showing their respective positions and relationships to the complete equipment package
 - g. Where necessary for clarity, identify details by reference to drawing sheet and detail numbers, schedule or room numbers as shown on the Contract Drawings.
 4. Drawings shall be to scale, and shall be a true representation of the specific equipment or item to be furnished.
- B. Product Data
 1. Submit product data for review as required in Specification sections.
 2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each data item submitted.
 3. Mark each copy to identify applicable products, models, options to be used in this Project. Supplement manufacturers' standard data to provide information unique to this Project, where required by the Specifications.

SECTION 01300

SUBMITTALS

4. For products specified only by reference standard, give manufacturers, trade name, model or catalog designation and applicable reference standard.
5. For products proposed as alternates to "approved" products, as described in Section 01630 - Product Options and Substitutions, provide all information required to demonstrate the proposed products meet the level of quality and performance criteria of the "approved product".

C. Samples

1. Submit samples for review as required by the Specifications.
2. Contractor's Certification, as described in paragraph 1.02C, shall be placed on each sample or a firmly attached sheet of paper.
3. Submit the number of samples specified in Specifications; one of which will be retained by the Engineer.
4. Reviewed samples which may be used in the Work are identified in Specifications.

1.06 OPERATIONS AND MAINTENANCE DATA

- A. When specified in Specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, operation, adjusting, finishing, and maintenance.
- B. Contractor's Certification, as described in paragraph 1.02C, shall be placed on front page of each document.
- C. Identify conflicts between manufacturers' instructions and Contract Documents.

1.07 MANUFACTURER'S CERTIFICATES

- A. When specified in Specification sections, submit manufacturers' certificate of compliance for review by Engineer.
- B. Contractor's Certification, as described in paragraph 1.02C, shall be placed on front page of the certificate.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.08 CONSTRUCTION PHOTOGRAPHS

- A. When required, submit photographs in accordance with Section 01380.

1.09 PROJECT RECORD DOCUMENTS

- A. Submit Project Record Documents in accordance with Section 01720 - Project Record Documents.

1.10 DESIGN MIXES

- A. When specified in Specifications, submit design mixes for review.
- B. Contractor's Certification as described in paragraph 1.02C, shall be placed on front page of each design mix.

SECTION 01300

SUBMITTALS

C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

D. Maintain a copy of approved design mixes at mixing plant.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

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SECTION 01380

CONSTRUCTION PHOTOGRAPHS AND VIDEOS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for construction photographs and video submittals.

1.02 UNIT PRICES

- A. No separate payment will be made for work under this section. Include the cost in the unit price of related work.

1.03 SUBMITTALS

- A. Submit one (1) copy of photographs and/or videos to the Engineer.

PART 2 PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS AND VIDEOS

- A. Prior to the commencement of any construction, take photographs and/or videos which adequately and completely show the project area.

2.02 POST CONSTRUCTION PHOTOGRAPHS AND VIDEOS

- A. On completion of construction, provide photographs and/or videos of the entire project site including any public or private property which has been repaired or restored and any damage which is the subject of complaints.

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing Laboratory Services and Contractor responsibilities related to those services.

1.02 SELECTION AND PAYMENT

- A. Owner will employ and pay for services of an independent testing laboratory to perform inspection and testing identified in individual Specification sections.
- B. Employment of testing laboratory shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- C. Contractor shall schedule and monitor testing as required to provide timely results and to avoid delay to the Work.

1.03 LABORATORY REPORTS

- A. The Engineer will receive three copies, and the Contractor will receive two copies of laboratory reports from the testing laboratory. One of the Contractor's copies shall remain at site field office for duration of project. Test results which indicate non-conformance shall be transmitted immediately via fax from the testing laboratory, to the Contractor and Engineer.

1.04 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Notify Engineer, and laboratory 24 hours prior to expected time for operations requiring inspection and testing services. Notify Consultant if specification section requires the presence of the Consultant.
- B. Cooperate with laboratory personnel in collecting samples to be tested or collected on site.
- C. Provide access to the Work and to manufacturer's facilities.
- D. Provide samples to laboratory in advance of their intended use to allow thorough examination and testing.
- E. Provide incidental labor and facilities for access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.
- F. Arrange with laboratory and pay for
 - 1. All failed tests.
 - 2. Retesting for nonconforming Work.
 - 3. Additional sampling and tests requested by Contractor beyond specified requirements.

SECTION 01410

TESTING LABORATORY SERVICES

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 CONDUCTING TESTING

- A. Laboratory sampling and testing shall conform to ASTM D3740 and ASTM E329, plus other test standards specified in individual Specification sections.
- B. The frequency or number of tests specified in individual sections may be decreased at the discretion of the Engineer.

END OF SECTION

SECTION 01420

INSPECTION SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Inspection services and references.

1.02 INSPECTION

- A. The Owner may appoint an Inspector to perform inspections, tests, and other services specified in individual specification Sections.
- B. Alternately, the Engineer may appoint, employ, and pay an independent firm to provide additional inspection or construction management services.
- C. Reports will be submitted by the independent firm to Engineer, Consultant, and Owner, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Assist and cooperate with the Inspector; furnish samples of materials, design mix, equipment, tools, and storage.
- E. Notify Engineer 24 hours prior to expected time for operations requiring services. Notify Consultant and independent firm when noted.
- F. Sign and acknowledge report for Inspector.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary facilities and the necessary controls for the project including utilities, telephone, sanitary facilities, field office, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, disposal of trash, debris, and excavated material, pest and rodent control, water runoff and erosion control.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. The facilities and controls specified in this section are considered minimum for the Project. The Contractor may provide additional facilities and controls for the proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.
- B. Comply with applicable requirements specified in other sections of the Specifications.
 - 1. Maintain and operate temporary facilities and systems to assure continuous service.
 - 2. Modify and extend systems as Work progress requires.
 - 3. Completely remove temporary materials and equipment when their use is no longer required.
 - 4. Restore existing facilities used for temporary services to specified or to original condition as specified by the Engineer.

1.03 TEMPORARY UTILITIES

- A. Obtaining Temporary Service.
 - 1. Make arrangements with utility service companies for temporary services.
 - 2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.
 - 3. Be responsible for utility service costs until the Work is substantially complete. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.
- B. Water.
 - 1. Provide water required for and in connection with Work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.
 - 2. For water to be drawn from public fire hydrants, obtain special permit or license from the proper officials. Install backflow preventor on fire hydrant supply.
 - 3. Provide and maintain an adequate supply of potable water for domestic consumption by Contractor personnel.
- C. Electricity and Lighting.
 - 1. Provide electric power service as required for the Work, including testing of Work. Provide power for lighting, operation of the Contractor's equipment, or for any other use by Contractor.
 - 2. Electric power service includes temporary power service or generator to maintain plant operations during any scheduled shutdown.
 - 3. Minimum lighting level shall be 5 foot-candles for open areas; 10-foot-candles for stairs and shops.
- D. Temporary Heat and Ventilation.
 - 1. Provide temporary heat as necessary for protection or completion of the Work.
 - 2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- E. Telephone.
 - 1. Provide emergency telephone service at the Contractor's field office, or by mobile telephone, for use by Contractor personnel and others performing work or furnishing services at the site.
- F. Sanitary Facilities.
 - 1. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.
 - 2. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewage and waste hauled off-site and properly disposed in accordance with local regulations.
 - 3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.
- 1.04 FIELD OFFICE
 - A. Provision of a field office is not required. If the Contractor chooses to provide one, locate it in a place approved by the Engineer.
- 1.05 STORAGE OF MATERIALS
 - A. Provide adequately ventilated, watertight storage facilities with floor above ground level for materials and equipment susceptible to weather damage.
 - B. Storage of materials not susceptible to weather damage may be on blocks off the ground.
 - C. Store materials in a neat and orderly manner. Place materials and equipment to permit easy access for identification, inspection and inventory.
- 1.06 SAFETY REQUIREMENTS
 - A. Submit and follow a safety program. Include in the safety program documented response to trench safety requirements as specified in Section 01526 - Trench Safety System.
 - B. Conduct operations in strict accord with applicable Federal, State and local safety codes and statutes and with good construction practice. The Contractor is fully responsible and obligated to establish and maintain procedures for safety of all work, personnel and equipment involved in the Project.
 - C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970, and to any other legislation enacted for safety and health of Contractor employees. Such safety and health standards apply to subcontractors and their employees as well as to the Contractor and its employees.
 - D. Observance of and compliance with the regulations shall be solely and without qualification the responsibility of the Contractor without reliance or superintendence of or direction by the Engineer or the Engineer's representative. Immediately advise the Engineer of investigation or inspection by Federal Safety and Health inspectors of the Contractor or subcontractor's work or place of work on the job site under this Contract, and after such investigation or

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

inspection, advise the Engineer of the results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

- E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test such devices frequently to assure their functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidences of contamination, immediate take appropriate steps to seal off entry of contaminated liquids to the Work area.
- F. Safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and safety equipment, in the specifications and shown on the Drawings are obligations of the Contractor.
- G. Maintain required coordination with the local Police and Fire Departments during the entire period covered by the Contract.

1.07 FIRST AID EQUIPMENT

- A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.
- B. Have at least one person thoroughly trained in first aid procedures present on the site whenever Work is in progress.

1.08 FIRE PROTECTION

- A. Fire Protection Standards.
 - 1. Conform to specified fire protection and prevention requirements as well as those which may be established by Federal, State, or local governmental agencies.
 - 2. Comply with all applicable provisions of NFPA Standard No. 241, Safeguarding Building Construction and Demolition Operations.
 - 3. Provide portable fire extinguishers, rated not less than 2A or 5B in accordance with NFPA Standard No. 10, Portable Fire Extinguishers, for each temporary building, and for every 3000 square feet of floor area of facilities under construction.
 - 4. Locate portable fire extinguishers within 50 feet maximum from any point in the Project area.
- B. Fire Prevention and Safety Measures.
 - 1. Prohibit smoking in hazardous areas. Post suitable warning signs in areas which are continuously or intermittently hazardous.
 - 2. Use metal safety containers for storage and handling of flammable and combustible liquids.
 - 3. Do not store flammable or combustible liquids in or near stairways or exits.
 - 4. Maintain clear exits from all points within a structure.

1.09 SECURITY MEASURES

- A. Protect all Work materials, equipment, and property from loss, theft, damage, and vandalism. Contractor's duty to protect property includes Owner's property.
- B. If existing fencing or barriers are breached or removed for purposes of construction. Provide and maintain temporary security fencing equal to existing.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

1.10 PROTECTION OF PUBLIC UTILITIES

- A. Prevent damage to existing public utilities during construction. These utilities are shown on the Drawings at their approximate locations. Give owners of these utilities at least 48 hours notice before commencing Work in the area, for locating the utilities during construction, and for making adjustments or relocation of the utilities when they conflict with the proposed Work.

1.11 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions.

1. Take precautions, provide programs, and take actions necessary to protect the Work and public and private property from damage.
2. Take action to prevent damage, injury or loss, including, but not limited to, the following:
 - a. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with progress of the Work or the Work of any other contractor, any utility service company, or the Owner's operations.
 - b. Provide suitable storage for materials which are subject to damage by exposure to weather, theft, breakage, or otherwise.
 - c. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
 - d. Frequently clean up refuse, rubbish, scrap materials, and debris caused by construction operations, keeping the Project site safe and orderly.
 - e. Provide safe barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways, and other hazardous areas.
3. Obtain written consent from proper parties before entering or occupying with workers, tools, materials or equipment, privately-owned land except on easements provided for construction.
4. Assume full responsibility for the preservation of public and private property on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect, or misconduct in execution of the Work by the Contractor, it shall be restored by the Contractor to a condition equal to or better than that existing before the damage was done.

B. Barricades and Warning Signals.

1. Where Work is performed on or adjacent to any roadway, right-of-way, or public place, furnish and erect barricades, fences, lights, warning signs, and danger signals; provide watchmen; and take other precautionary measures for the protection of persons or property and protection of the Work. Conform to Section 01570 - Traffic Control and Regulation.

C. Tree and Plant Protection.

1. Protect trees and plants as shown on plans.

D. Protection of Existing Structures.

1. Underground Structures:
 - a. Underground structures are defined to include, but not be limited to, sewer, water, gas, and other piping, and manholes, chambers, electrical and signal conduits, tunnels, and other existing subsurface installations located within or adjacent to the limits of the Work.
 - b. Known underground structures, including water, sewer, electric, and telephone services are shown on the Drawings in accordance with the best information available, but is not guaranteed to be correct or complete.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- c. Explore ahead of trenching and excavation work and uncover obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption of utility services. Restore to original condition damages to underground structure at no additional cost to the Owner.
 - d. Necessary changes in location of the Work may be made by the Engineer to avoid unanticipated underground structures.
 - e. If permanent relocation of an underground structure or other subsurface installations is required and not otherwise provided for in the Contract Documents, the Engineer will direct Contractor in writing to perform the Work, which shall be paid for under the provisions for changes in the Contract Price as described in the General Conditions.
- 2. Surface Structures:
 - a. Surface structures are defined as existing buildings, structures and other constructed installations above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground surface.
- 3. Protection of Underground and Surface Structures:
 - a. Support in place and protect from direct or indirect injury to underground and surface structures located within or adjacent to the limits of the Work. Install such supports carefully and as required by the party owning or controlling such structure. Before installing structure supports, Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the owner of the structure.
 - b. Avoid moving or in any way changing the property of public utilities or private service corporations without prior written consent of a responsible official of that service or public utility. Representatives of these utilities reserve the right to enter within the limits of this project for the purpose of maintaining their properties, or of making such changes or repairs to their property that may be considered necessary by performance of this Contract.
 - c. Notify the owners and/or operators of utilities and pipelines of the nature of construction operations to be performed and the date or dates on which those operations will be performed. When construction operations are required in the immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working days advance notice. Probe and flag the location of underground utilities prior to commencement of excavation. Keep flags in place until construction operation reach and uncover the utility.
 - d. Assume risks attending the presence or proximity of underground and surface structures within or adjacent to the limits to the Work including but not limited to damage and expense for direct or indirect injury caused by the Work to any structure. Immediately repair damage caused, to the satisfaction of the owner of the damaged structure.
- E. Protection of Installed Products.
 - 1. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.
 - 2. Control traffic to prevent damage to equipment, materials, and surfaces.

1.12 ROADS AND PARKING

- A. Prevent interference with traffic and Owner operations on existing roads.
- B. Designate temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Locate as approved by Engineer.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

- C. Minimize use by construction traffic of existing streets and driveways.
- D. Do not allow heavy vehicles or construction equipment in existing parking areas.

1.13 ENVIRONMENTAL CONTROLS

- A. Provide and maintain methods, equipment, and temporary construction as necessary for controls over environmental conditions at the construction site and adjacent areas.
- B. Comply with statutes, regulations, and ordinances which relate to the proposed Work for the prevention of environmental pollution and preservation of natural resources, including but not limited to the National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.
- C. Recognize and adhere to the environmental requirements of the Project. Disturbed areas shall be strictly limited to boundaries established by the Contract Documents. Particularly avoid pollution of "on-site" streams, sewers, wells, or other water sources.
- D. Burning of rubbish, debris or waste materials is not permitted.

1.14 POLLUTION CONTROL

- A. Provide methods, means, and facilities required to prevent contamination of soil, water or atmosphere by discharge of noxious substances from construction operations.
- B. Provide equipment and personnel to perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.
- E. Use equipment during construction that conforms to current Federal, State, and local laws and regulations.

1.15 PEST AND RODENT CONTROL

- A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.
- B. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.16 NOISE CONTROL

- A. Provide vehicles, equipment, and construction activities that reduce noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and City Ordinances and in no case will noise levels be permitted which create a nuisance in the surrounding neighborhoods.
- B. Conduct construction operations during daylight hours except as approved by Engineer.

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

1.17 DUST CONTROL

- A. Control objectionable dust caused by operation of vehicles and equipment. Apply water or use other methods, subject to approval of the Engineer, which will control the amount of dust generated.

1.18 WATER RUNOFF AND EROSION CONTROL

- A. Provide methods to control surface water, runoff, subsurface water, and water pumped from excavations and structures to prevent damage to the Work, the site, or adjoining properties.
- B. Control fill, grading and ditching to direct water away from excavations, pits, and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, sedimentation or damage.
- C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.
- D. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with environmental requirements.
- E. Retain existing drainage patterns external to the construction site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions.
- F. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - 1. Keep to a minimum the area of bare soil exposed at one time.
 - 2. Provide temporary control measures, such as berms, dikes, and drains.
- G. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- H. Inspect earthwork periodically to detect any evidence of the start of erosion. Apply corrective measures as required to control erosion.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

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SECTION 01505

MOBILIZATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Mobilization of construction equipment and facilities onto the site.

1.02 UNIT PRICES

- A. Measurement for mobilization is on a lump sum basis.
- B. Mobilization payments will be included in monthly payment estimates upon written application by Contractor subject to the following provisions:
 - 1. Authorization for payment of the contract price for mobilization, up to an amount equal to 5% of the total Contract Price, will be made upon the mobilization of personnel, construction equipment, and facilities onto the site and the receipt and approval by Engineer of the following items, as applicable:
 - a. Schedule of values, if required by Section 01010
 - b. Trench Safety Program
 - c. Construction Schedule
 - d. Pre-construction Photographs
 - 2. Authorization for payment of the contract price for mobilization in excess of 5% of the total Contract Price, if any, will be made on a proration based on the percentage completed of Work throughout the remainder of the project.
- C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01564

WASTE MATERIAL DISPOSAL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Disposal of waste material and salvageable material.

1.02 UNIT PRICES

- A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

1.03 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01300 - Submittals.
- B. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.
- C. Submit a copy of written permission from property owner, along with description of property, prior to disposal of excess material adjacent to the Project. Submit a written and signed release from property owner upon completion of disposal work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SALVAGEABLE MATERIAL

- A. Excavated material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.
- B. Base, surface, and bedding material: Deliver shell, gravel, bituminous, or other base and surfacing material designated for salvage to the location designated by the Engineer.
- C. Pipe culvert: Deliver culverts designated for salvage to Owner's storage area.
- D. Other salvageable materials: Conform to requirements of individual Specification Sections.
- E. Coordinate delivery of salvageable material with Engineer.

3.02 EXCESS MATERIAL

- A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of.
- B. Excess soil may be deposited on private property adjacent to the Project when written permission is obtained from property owner. See Paragraph 1.03C above.
- C. Verify the flood plain status of any proposed disposal site. Do not dispose of excavated materials in an area designated as within the City or County 100-year Flood Hazard Area.
- D. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

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SECTION 01570

TRAFFIC CONTROL AND REGULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for signs, signals, control devices, flagmen, lights and traffic signals, as well as construction parking control, designated haul routes and bridging of trenches and excavations.

1.02 SUBMITTALS

- A. If the Contractor proposes to implement traffic control different than the plan provided, he shall submit a traffic control plan in conformance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for approval of the Engineer.
- B. Make submittals in accordance with Section 01300 - Submittals.

1.03 UNIT PRICES

- A. Traffic Control and Regulation. Measurement is on a lump sum basis for traffic control and regulation, including submittal of a traffic control plan if different from the plan shown on the Drawings, provision of traffic control devices, and provision of equipment and personnel as necessary to protect the work and the public. The amount invoiced shall be determined based on the schedule of values submitted for traffic control and regulation.

1.04 FLAGMEN

- A. Use flagmen to control, regulate and direct the even flow or movement of vehicular or pedestrian traffic when construction operations encroach on public traffic lanes.

PART 2 PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

- A. Comply with Texas State Manual on Uniform Traffic Control Devices.
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

PART 3 EXECUTION

3.01 PUBLIC ROADS

- A. Abide by laws and regulations of governing authorities when using public roads. If the Contractor's work requires that public roads be temporarily impeded or closed, approvals shall be obtained from governing authorities and permits paid for before starting any work. Notify the Engineer 48 hours prior to closing roadways.
- B. Contractor shall maintain at all times a 10-foot-wide all-weather lane adjacent to work areas which shall be kept free of construction equipment and debris and shall be for the use of emergency vehicles, or as otherwise provided in the traffic control plan.
- C. Contractor shall not obstruct the normal flow of traffic from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on designated major arterials or as directed by the Engineer.
- D. Contractor shall maintain local driveway access to residential and commercial properties adjacent to work areas at all times, unless otherwise allowed on the Plans.

SECTION 01570

TRAFFIC CONTROL AND REGULATION

- E. Keep streets used for entering or leaving the job area free of excavated material, debris, and any foreign material resulting from construction operations.
- F. Control vehicular parking to prevent interference with public traffic and parking, and access by emergency vehicles.
- G. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- H. Prevent parking on or adjacent to access roads or in non-designated areas.

3.02 LIGHTS

- A. Provide lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.03 HAUL ROUTES

- A. Utilize haul routes designated by authorities or shown on the Drawings for construction traffic.
- B. Confine construction traffic to designated haul routes and applicable provisions of the City's Ordinances.
- C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.04 TRAFFIC SIGNS AND SIGNALS

- A. Install traffic control devices at approaches to the site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Relocate traffic signs and control devices as Work progresses to maintain effective traffic control.

3.05 BRIDGING TRENCHES AND EXCAVATIONS

- A. Whenever necessary, bridge trenches and excavation to permit an unobstructed flow of traffic.
- B. Secure bridging against displacement by using adjustable cleats, angles, bolts or other devices whenever bridge is installed:
 - 1. On an existing bus route;
 - 2. When more than five percent of daily traffic is comprised of commercial or truck traffic;
 - 3. When more than two separate plates are used for the bridge; or
 - 4. When bridge is to be used for more than five consecutive days.
- C. Install bridging to operate with minimum noise.
- D. Adequately shore the trench or excavation to support bridge and traffic.
- E. Extend steel plates used for bridging a minimum of one foot beyond edges of trench or excavation. Use temporary paving materials (premix) to feather edges of plates to minimize wheel impact on secured bridging.
- F. Use steel plates of sufficient thickness to support H-20 loading, truck or lane, that produces maximum stress.

SECTION 01570

TRAFFIC CONTROL AND REGULATION

3.06 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.
- C. Remove post settings to a depth of 2 feet.

END OF SECTION

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SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Options for making product or process selections
- B. Procedures for proposing equivalent construction products or processes, including preapproved, and approved products or processes

1.02 DEFINITIONS

- A. Product: Means materials, equipment, or systems incorporated into the Project. Product does not include machinery and equipment used for production, fabrication, conveying, and erection of the Work. Products may also include existing materials or components designated for re-use.
- B. Process: Any proprietary system or method for installing system components resulting in an integral, functioning part of the Work. For this Section, the word Product includes Processes.

1.03 SELECTION OPTIONS

- A. Preapproved Products: Construction products of certain manufacturers or suppliers are designated in the Specifications as preapproved. Products of other manufacturers or suppliers will not be acceptable for this Project and will not be considered under the submittal process for approving alternate products.
- B. Approved Products: Construction products or processes of certain manufacturers or suppliers designated in the Specifications followed by the words "or approved equal." Approval of alternate products or processes not listed in the Specifications may be obtained by following the submittal procedures specified in Section 01300 - Submittals. The procedure for approval of alternate products is not applicable to preapproved products.
- C. Product Compatibility: To the maximum extent possible, provide products that are of the same type or function from a single manufacturer, make, or source. Where more than one choice is available as a Contractor's option, select a product which is compatible with other products already selected, specified, or in use by the Owner.

1.04 CONTRACTOR'S RESPONSIBILITY

- A. Furnish information the Engineer deems necessary to judge equivalency of the alternate product.
- B. Pay for laboratory testing, as well as any other review or examination costs, needed to establish the equivalency between products in order to obtain information upon which the Engineer can base a decision.
- C. If the Engineer determines that an alternate product is not equal to that named in the Specifications, the Contractor shall furnish one of the specified products.

1.05 ENGINEER'S REVIEW

- A. Alternate products or processes may be used only if approved in writing by the Engineer. The Engineer's determination regarding acceptance of a proposed alternate product is final.
- B. Alternate products will be accepted if the product is judged by the Engineer to be equivalent to the specified product or to offer substantial benefit to the Owner.

SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

- C. The Owner retains the right to accept any product or process deemed advantageous to the Owner, and similarly, to reject any product or process deemed not beneficial to the Owner.

1.06 SUBSTITUTION PROCEDURE

- A. Collect and assemble technical information applicable to the proposed product to aid in determining equivalency as related to the approved product specified.
- B. Submit a written request for a construction product to be considered as an alternate product.
- C. Submit the product information after the effective date of the Agreement and within the time period allowed for substitution submittals given in the General Conditions. After the submittal period has expired, requests for alternate products will be considered only when a specified product becomes unavailable because of conditions beyond the Contractor's control.
- D. Submit five copies of each request for alternate product approval. Include the following information:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents
 - 2. For products:
 - a. Product identification, including manufacturer's name and address
 - b. Manufacturer's literature with product description, performance and test data, and reference standards
 - c. Samples, as applicable
 - d. Name and address of similar projects on which product was used and date of installation. Include the name of the Owner, Architect/Engineer, and installing contractor.
 - 3. For construction methods:
 - a. Detailed description of proposed method
 - b. Drawings illustrating methods
 - 4. Itemized comparison of proposed substitution with product or method specified
 - 5. Data relating to changes in construction schedule
 - 6. Relation to separate contracts, if any
 - 7. Accurate cost data on proposed substitution in comparison with product or method specified.
 - 8. Other information requested by the Engineer.
- E. Approved alternate products will be subject to the same review process as the specified product would have been for shop drawings, product data, and samples.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures including final submittals such as operation and maintenance data, warranties, and spare parts and maintenance materials.

1.02 CLOSEOUT PROCEDURES

- A. Comply with the General Conditions regarding Final Completion and Final Payment when Work is complete and ready for Engineer's final inspection.
- B. Provide Project Record Documents in accordance with Section 01720 – Project Record Documents.
- C. Complete or correct items on punch list, with no new items added. Any new items will be addressed during warranty period.
- D. The Owner will occupy portions of the Work as specified in other Sections.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and temporary construction facilities from the site following the final test of utilities and completion of the work.

1.04 OPERATION AND MAINTENANCE DATA

- A. Submit operations and maintenance data as noted in Section 01300 - Submittals.

1.05 WARRANTIES

- A. Provide one original of each warranty from Subcontractors, suppliers, and manufacturers.
- B. Provide Table of Contents and assemble warranties in 3-ring/D binder with durable plastic cover.
- C. Submit warranties prior to final Application for Payment.
- D. Warranties shall commence in accordance with the requirements in the General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Maintenance and Submittal of Record Documents and Samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain one record copy of documents at the site.
- B. Store Record Documents and samples in field office if a field office is required by Contract Documents, or in a secure location. Provide files, racks, and secure storage for Record Documents and samples.
- C. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and Samples available for inspection by Engineer.

1.03 RECORDING

- A. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- B. Contract Drawings and Shop Drawings: Legibly mark each item to record all actual construction, or "as built" conditions, including:
 - 1. Measured horizontal locations and elevations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Elevations of underground utilities referenced to benchmark utilized for project.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by modifications.
 - 5. Details not on original contract drawings.
 - 6. References to related shop drawings and Modifications.
- C. Record information with a red pen or pencil on a set of blue line opaque drawings, provided by Engineer.

1.04 SUBMITTALS

- A. At contract closeout, deliver Project Record Documents to Engineer.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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20

20. Accept and Approve the 2025 – 2026 HEBP Renewal Notice & Benefit confirmation rates with the Texas Association of Counties for employees medical, dental & vision insurance and authorize the Judge to execute all documents. (VLL)

Rhonda Kokena thanked the Court for absorbing the 5.20% increase for the County Employees.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gary Reese, Commissioner Pct 4
SECONDER:	Joel Behrens, Commissioner Pct 3
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Debbie Vickery

From: rhonda.kokena@calhouncotx.org (rhonda kokena) <rhonda.kokena@calhouncotx.org>
Sent: Thursday, June 19, 2025 1:09 PM
To: 'Debbie Vickery'
Subject: AGENDA ITEM

Follow Up Flag: Follow up
Flag Status: Completed

Hello Debbie -

Please add to the next agenda -

To Accept & Approve the 2025 - 2026 HEBP Renewal Notice & Benefit confirmation rates with the Texas Association of Counties for employees medical, dental & vision insurance and authorize the Judge to execute all documents.

P.S. -

I will have the original document with numbers to you in the morning.

Thank you,

Rhonda S. Kokena

Calhoun Co Treasurer
202 S. Ann Street, Suite A
Port Lavaca, Texas 77979
361-553-4619

Calhoun County Texas



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2025 – 2026 Renewal Notice and Benefit Confirmation

Group: 32810 - Calhoun County Anniversary Date: 10/01/2025

Return to TAC by: 06/27/2025

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 512-481-8481 or email to erikc@county.org.

For any plan or funding changes other than those listed below, please contact Erik Casarez at 800-456-5974.

MEDICAL

Medical: Plan 1400-NG \$35 Copay, \$2000 Ded, 80%, \$4000 OOP Max

RX Plan: 5B-NG \$10/30/50, \$100 Ded

Your % rate change is: 5.20%

Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$1,081.54	\$1,137.78	\$ <u>990.11</u>	\$ <u>147.67</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Spouse	\$2,390.30	\$2,514.60	\$ <u>1526.19</u>	\$ <u>988.41</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Child	\$1,501.20	\$1,579.26	\$ <u>1161.70</u>	\$ <u>417.56</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Child(ren)	\$2,044.38	\$2,150.68	\$ <u>1384.30</u>	\$ <u>766.38</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Family	\$3,203.32	\$3,369.88	\$ <u>1959.89</u>	\$ <u>1509.99</u>	\$ <u>0</u>	\$ <u>0</u>

 EC

Initial to accept Medical Plan and New Rates.

DENTAL

Dental: Plan II 100% Prevent., \$50 Ded, 80% Basic, 50% Major

Your % rate change is: 12.90%

Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$25.50	\$28.78	\$ <u>25.46</u>	\$ <u>3.32</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Spouse	\$56.22	\$63.46	\$ <u>31.18</u>	\$ <u>32.28</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Child(ren)	\$51.10	\$57.68	\$ <u>30.22</u>	\$ <u>27.46</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Family	\$81.78	\$92.32	\$ <u>35.90</u>	\$ <u>56.42</u>	\$ <u>0</u>	\$ <u>0</u>

UL Initial to accept Dental Plan and New Rates.

VISION

Vision: VALUE-12/12/24, \$10 Exam Copay, \$15 Lenses Copay, \$130 Frame Allowance

Your % rate change is: 0.00%

Your payroll deductions for vision benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	\$4.58	\$4.58	\$ <u>0</u>	\$ <u>4.58</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Spouse	\$8.72	\$8.72	\$ <u>0</u>	\$ <u>8.72</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Child(ren)	\$9.18	\$9.18	\$ <u>0</u>	\$ <u>9.18</u>	\$ <u>0</u>	\$ <u>0</u>
Employee & Family	\$13.52	\$13.52	\$ <u>0</u>	\$ <u>13.52</u>	\$ <u>0</u>	\$ <u>0</u>

UL Initial to accept Vision Plan and New Rates.

LIFE – BASIC (EMPLOYER PAID)

Basic Life Products:

Coverage volume per employee: \$10,000
(Rates per thousand)

Basic Life

Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays
\$0.24	\$0.24	\$0.24

Basic AD&D

Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays
\$0.03	\$0.03	\$0.03

1/5 ✓ Initial to accept New Basic Life Rates.

EMPLOYEE SELF-SERVICE (ESS) INFORMATION

The ESS (mybenefits.county.org) allows employees to update employee and dependent demographic data and make election changes. Demographic updates are always enabled on the ESS. However, groups must opt in to allow election changes on the ESS.

Please select one option below to indicate if your group would like to allow employees to make election changes on the ESS. All changes made by employees on the ESS are reflected in real time on OASys and in available reports.

ESS: ☐ Allow election changes on the ESS ☒ Do not allow election changes on the ESS

VL Initial to confirm ESS Elections.

WAITING PERIOD

Waiting period applies to all benefits.

Employees

60 days - 1st of the month following date of hire but
first of the month

Elected Officials

60 days - 1st of the month following date of hire but
first of the month

VL - ✓ Initial to confirm Waiting Period.

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

☒ Group process COBRA on OASys

* Group is responsible for fulfilling COBRA notification process and requirements.

☐ BenefitConnect COBRA Department coordinates COBRA administration

* WTW BenefitConnect administers COBRA via contract between Group and TAC HEBP.

☐ Group processes TAC HEBP Continuation of Coverage on OASys (< 20 employees)

* Group is responsible for fulfilling COBRA notification process and requirements.

VL - ✓ Initial to confirm COBRA Administration.

BROKER OR CONSULTANT INFORMATION

Please confirm your broker or consultant's information, if applicable.

☒ Broker ☒ Consultant

Agency Name Glass, Sorenson and McDavid, Inc
Broker Carolee Smith
Representative
Address PO Box 1478
Rockport, TX 78381-1478
Phone 361.729.5414
Fax
Email csmith@gsminsurors.com

Agency Name
Consultant
Representative
Address

Phone
Fax
Email



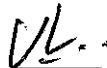
Initial to confirm Broker or Consultant information

GROUP PHYSICAL MAILING ADDRESS

Please add your group's physical mailing address information:

Address

202 S. Ann St. Ste A
Port Lavaca, TX 77979



Initial to confirm Physical Mailing Address.

TAC HEBP Member Contact Designation

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, the person signing this RNBC represents and acknowledges that they are authorized to sign on the county or district's behalf.

Please list changes and/or corrections below.

Name Honorable Rhonda S. Kokena, CIO
Title Treasurer
Address 202 South Ann Street, Suite A
Port Lavaca, TX 77979-4210
Phone 3615534619
Fax 3615534614
Email rhonda.kokena@calhouncotx.org

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name Honorable Rhonda S. Kokena, CIO
Title Treasurer
Address 202 South Ann Street, Suite A
Port Lavaca, TX 77979
Phone 3615534619
Fax 3615534614
Email rhonda.kokena@calhouncotx.org

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name Honorable Rhonda S. Kokena, CIO
Title Treasurer
Address 202 South Ann Street, Suite A
Port Lavaca, TX 77979
Phone 3615534619
Fax 3615534614
Email rhonda.kokena@calhouncotx.org

HEALTHY COUNTY WELLNESS COORDINATORS

Primary contact regarding the Healthy County wellness program. Groups can designate up to two Wellness Coordinators.

Please list changes and/or corrections below.

Name Lesa Jurek
Title Administrative Assistant
Address 5812 FM 1090
Port Lavaca, TX 77979
Phone 3615529656
Fax
Email lesa.jurek@calhouncotx.org

Name Clarri Atkinson
Title HR Director
Address 131 N Virginia Ste F
Port Lavaca, TX 77979-4203
Phone 3615534450
Fax
Email clarri.atkinson@calhouncotx.org

HEALTHY COUNTY WELLNESS SPONSORS

An elected or appointed official (preferred) who supports the administration of the Healthy County wellness program. Groups can designate up to two Wellness Sponsors.

Please list changes and/or corrections below.

Name Candice Villarreal
Title Auditor
Address 202 S Ann St Ste B
Port Lavaca, TX 77979-4204
Phone 3615534610
Fax
Email candice.villarreal@calhouncotx.org

Name
Title
Address

Phone
Fax
Email

 Initial to confirm Member Contact Designations.

HIPAA CERTIFICATION

Terms of the HIPAA Certification Agreement Signed by County/District contracting authority in order to receive Protected Health Information (PHI):

Note: In order for TAC HEBP to disclose PHI to a TAC HEBP member entity (such as a County or District that contracted for TAC HEBP benefits), the contracting authority must have signed the Certification, which includes the provisions set out below (unless the individual whose PHI is being disclosed has signed a HIPAA Authorization allowing their PHI to be disclosed for this purpose). The County/District is referred to an "EMPLOYER" in the Certification. Any County/District employee who receives PHI on the "EMPLOYER'S" behalf must comply with these terms. If you have any questions about whether the information you are receiving is PHI or these Certification provisions, please contact a member of the TAC Health and Benefits Services' team.

As required under the HIPAA Standards for Confidentiality of Individually Identifiable Health Information, 45 CFR Parts 160 & 164 ("HIPAA Privacy Regulations"), the Plan Sponsor (EMPLOYER) certifies to the Texas Association of Counties Health Employees Benefit Pool (the "Plan") that, upon receipt of any Protected Health Information ("PHI"), EMPLOYER will comply with the provisions of the HIPAA Certification. These provisions include:

1. EMPLOYER certifies that it only will use or disclose PHI for plan administration purposes of the Plan, consistent with any Plan documentation and as permitted by law.
2. EMPLOYER will require that any agents or subcontractors to whom it provides PHI received under this Certification to agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such information.
3. EMPLOYER agrees not to use or disclose any information received under this Certification for employment-related actions and decisions, or in connection with any other benefit or employee benefit plan sponsored by EMPLOYER.
4. EMPLOYER will report to the Plan any use or disclosure of information that is inconsistent with the uses or disclosures provided for under this Certification of which it becomes aware.
5. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the access requirements under 45 CFR § 164.524.
6. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the amendment requirements under 45 CFR § 164.526, and will incorporate any amendments to PHI it holds, as required in 45 CFR § 164.526.
7. EMPLOYER agrees to document and provide a description of any disclosures of PHI, and information related to such disclosures, as would be required for Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. EMPLOYER agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services, for purposes of the Secretary determining the Plan's compliance with the HIPAA Privacy Regulations.
9. EMPLOYER will return or destroy all PHI received from Plan that EMPLOYER maintains in any form, including by agents or subcontracts, and retain no copies of such information, when it is no longer needed for the purpose for which the disclosure was made, except that, if EMPLOYER and Plan agree that such return or destruction is not feasible, EMPLOYER will limit further uses or disclosures of the information to those purpose that make the return or destruction of the information infeasible.
10. EMPLOYER will resolve issues of noncompliance with the terms of this Certification by persons entitled to use or disclose PHI under this Certification in a timely manner.
11. EMPLOYER will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it receives from the Plan, in accordance with the HIPAA Security Standards, 45 CFR Parts 160, 162, and 164. EMPLOYER will report to the Plan any security incident under the HIPAA Security Standards of which it becomes aware.
12. EMPLOYER will establish adequate separation between EMPLOYER and Plan, as required under 45 CFR § 164.504(f)(2)(iii) by limiting access to PHI to those employees or classes of employees listed below whom EMPLOYER has determined are entitled to use or disclose such PHI. EMPLOYER will require that these listed employees will receive HIPAA Privacy Training and only may use or disclose such PHI for plan administration functions, as defined in the HIPAA Privacy Regulations. Plan only will disclose PHI to the following employees whom EMPLOYER has determined are entitled to receive PHI.

Vernon Lyssy, County Judge
Printed Name of Contracting Authority

✓ V. Lyssy
Signature of Contracting Authority

✓ 6-25-2025
Date

PLAN INFORMATION

- RNBC must be received by 06/27/2025 to avoid additional administrative fees.
- Signature below is required to confirm and accept your group's renewal.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- If applicable, retiree rates are the same for medical, dental, and vision as active employees regardless of age.
- If applicable, broker commissions are included in rates.

VE Initial to confirm Plan Information.

RENEWAL CONFIRMATION SIGNATURE


Signature of County Judge or Contracting Authority

Date: 6-25-2025

Vernon Lyssy, County Judge
Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.

21

21. Consider and take necessary action to authorize Commissioner Best to accept the proposal from JF Petroleum Group to replace the card reader for the fuel pumps at the Calhoun County Airport and sign all documentation. (RB)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Ronald Best, Commissioner Pct 2
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

Ronald Best

Calhoun County Commissioner, Precinct #2

5812 FM 1090 N
Port Lavaca, TX 77979



(361)552-9656
ronny.best@calhouncotx.org

June 10, 2025

The Honorable Vern Lyssy
Calhoun County Judge
211 S. Ann Street
Port Lavaca, Texas 77979

Re: Agenda Item for Next Commissioners' Court Meeting

Dear Judge Lyssy,

Please place the following matter on the agenda for the next meeting:

- Consider and take necessary action to authorize Commissioner Best to accept the proposal from JF Petroleum Group to replace the card reader for the fuel pumps at the Calhoun County Airport and sign all documentation

Sincerely,

A handwritten signature in black ink that reads "Ronald Best". The signature is written in a cursive style with a long horizontal stroke at the end.

Ronald Best

RB/lj

Encl: as stated



PETROLEUM
GROUP

Innovation that works.

Southwest Regional Office:
PSI JF Petroleum Group, Inc.
dba JF Petroleum Group
3702 S. Expressway 281
Edinburg, TX 78542

TCEQ LICENSE CRP000821, (PSI JF Petroleum Group, Inc.) CR0000263 (McCon)

PROPOSAL AND AGREEMENT FORM

JF PETROLEUM
QUOTE #: **2-ME-ETM8769-1**
DATE: **2/13/2025**

**Local JF
Petroleum
Group Contact
Information:**

2706 Del Mar, Victoria, TX 77901 (361) 573-7449

PURCHASER: Calhoun County Airport

**WORK TO BE
PERFORMED AT:** Calhoun County Airport

ADDRESS: 4876 FM 3084

CITY, STATE, ZIP: Port Lavaca, TX 77979

REFINER SITE ID:

TCEQ SITE ID:

Program Terms: 50% Deposit / NET 7-Days

CONTACT NAME: Lou

ADDRESS: 4876 FM 3084

CITY, STATE ZIP: Port Lavaca, TX 77979

PHONE NUMBER: 361-552-1228

CELL PHONE 1:

CELL PHONE 2:

EMAIL: lou@gatewayflightcenterllc.com

JF ACCOUNT #:

SALES REP: Margarito Escalante Jr

JF Petroleum Group (hereinafter "Seller") agrees to furnish the materials and if requested labor to complete the work described below and incorporated herein by reference, subject to the general terms and conditions described below, in this agreement:

QTY	DESCRIPTION	MFG P/N	UNIT PRICE	EXTENSION
1	FMLIVE, CELLULAR, PROKEE/EMV (NO PIN) w/ Printer- 2 HOSE	FMU5740-D2	\$15,875.31	\$15,875.31
1	FMLIVE SUBSCRIPTION		\$1,612.80	\$1,612.80
1	FM LIVE SET UP & ACTIVATION		\$700.00	\$700.00
1	FM LIVE PROJECT MANAGEMENT		\$410.76	\$410.76
1	FMLIVE DATABASE CONSTRUCTION AND/OR CONVERSION		\$2,632.00	\$2,632.00
Sub Total Card/Key Control:				21,230.87

PROJECT NOTES: **PROPOSAL BASED ON USING EXISITING MAIN ELECTRICAL**

REMOVE EXISTING COM DATA FLEET CONTROLLER AND REPLACE WITH FUEL MASTER FMLIVE

INCLUDES FIRST YEAR SUBSCRIPTION OF FMLIVE, SECOND YEAR TO BE PAID DIRECTLY TO FUEL MASTER

PROPOSAL INCLUDES ON-SITE PERSONNEL TRAINING BY JFPG

PRICING NOTICE - PROPOSAL PROVIDED FOR ESTIMATE PURPOSES ONLY, PRICES MUST BE VALIDATED AT THE TIME OF EXECUTION.

****Optional Item- EXTERNAL PRICE SIGN- 3 LINE DISPLAY- 191F0280-10- \$3,850.00****

***** PRODUCT LEAD TIMES / DOWN TIME *****

CONFIDENTIAL

The Customer should anticipate CURRENT EQUIPMENT LEAD TIMES of 5-10 weeks depending on the nature of the equipment ordered and it's exclusivity (I.e. special graphics, non-ethanol designs, commercial dispensers, back orders, etc.), all conditions for which JF Petroleum has no control. The Customer should also plan for 1-2 days of inactivity at the fuel canopy and possibly the POS system for initial startup time with the understanding the problems can and do occur from time to time, including circumstances beyond the control of JF Petroleum such as communicating with network providers, Refiners, or unexpected DOA equipment; all task for which JF Petroleum has no control. JF Petroleum understands the sensitivity of "speed" and the impact inactivity has on its customers, and therefore will work diligently to minimize the total "downtime," communicate with the customer on any unforeseen issues to ensure understanding, and complete the project effectively and as soon as possible.

*** FLEXPAY 6 COMMUNICATION NOTICE ***

Dispenser communication protocols and software enhancements for FlexPay 6 technology can be affected by cable condition and age. Equipment provided in this Proposal is designed to utilize the customers existing cabling to achieve proper performance. In circumstances where the customers cabling condition is of very poor condition, alternative solutions such as wireless communications may be required. If this circumstance occurs, JF Petroleum will discuss with the customer to determine the best solution as well as associated costs.

*** EMV ROUTER NOTICE ***

EMV COMPLIANCE REQUIRES CREDIT CARD TRANSACTIONS BE PROCESSED OVER A SECURE BROADBAND NETWORK. THE CUSTOMER IS REQUIRED TO ENSURE BROADBAND INTERNET CONNECTIVITY ALONG WITH THE MOST CURRENT CREDIT CARD NETWORK INTERFACE/ROUTER AVAILABLE.

EQUIPMENT SUB TOTAL	\$21,230.87
FREIGHT CHARGES:	\$220.00
SUB TOTAL MATERIALS	\$21,450.87
SUB TOTAL LABOR	\$4,192.00
TOTAL	\$25,642.87

A credit application and review will be required for all customers that do not have a established account with JF Petroleum Group. The credit review must be completed prior to the order of any capital equipment as part of this agreement. Failure to complete and submit the documents will delay the order and delivery of equipment or goods. A copy of the credit application is attached to this agreement.

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF TWENTY FIVE THOUSAND SIX HUNDRED FOURTY TWO and 87/100 (\$25,642.87 - the "Agreement Price") WHICH DOES NOT INCLUDE APPLICABLE SALES TAX.

FINANCING PAYMENT SCHEDULE:

Financing available from



*Actual Payments May Vary Based on Borrowers Credit History, Transaction Size and Current Market Conditions.

*Actual finance rates and payment amount determined on credit approval

Contact Bradley Faccetto (bradley.faccetto@patcapfinance.com) 404-694-0296

\$0.00
\$0.00

STANDARD PAYMENT SCHEDULE:

DEPOSIT PAYMENT DUE UPON SIGNING: \$6,410.72

DEPOSITS ARE APPLIED TO INDIVIDUAL INVOICES BASED ON THE INVOICE AMOUNT IN RELATIONSHIP TO THE TOTAL PROJECT AMOUNT.

CONFIDENTIAL

FACILITY EQUIPMENT: **\$21,450.87**

Gilbarco Veeder Root equipment will be invoiced upon shipment from Gilbarco Veeder Root. Invoice due and payable 7 days from invoice date without retainage. All other material is subject to invoice and shall be due and payable within 30 days upon receipt of such invoice and subject to payment in full without retainage.

INSTALLATION LABOR: **\$4,192.00**

Installation labor and materials due upon completion. Change Orders and additional charges billed upon completion and shall be due and payable upon receipt of such

APPLICABLE SALES TAX: **\$0.00**

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

- 1. ACCEPTANCE:** This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.
 - 2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE):** Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein.
 - 3. PRICES; TERMS OF SALE; CREDIT:**
 - a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price. Credits issued by JF Petroleum are valid for one year after their issue date. After one year, credits are void and no longer have any value.
 - b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in Edinburg, Hidalgo County, Texas to PSI JF Petroleum Group, Inc., with lockbox payment remit address of P.O. Box 676045, Dallas, Texas 75267-6045. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.
 - c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.
 - d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contract and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired.
- On the occurrence of any such event of default, and at any time thereafter, Seller may declare all obligations secured hereby to become immediately due and payable and may proceed to enforce payment of the same and exercise any and all the rights and remedies, either at law or equity, to which it may be entitled. Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Seller will give Purchaser reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, by certified mail, return receipt requested to Purchaser's address as shown above. Expenses of retaking, holding, preparing for sale, or the like, shall include reasonable attorney's fees and related legal expenses incurred by Seller. All terms used herein which are defined in the Uniform Commercial Code of Texas (Texas Business and Commercial Code) shall have the same meaning herein as in said Code.

CONFIDENTIAL

e. **Bill & Hold Arrangement** - Bill & Hold is a service offering by JF Petroleum Group will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF Petroleum Group will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. Temporary storage of dispensers will be subject to a storage fee of \$ 90 per dispenser per month once dispensers remain in storage beyond 90 days from receipt in to warehouse. The products will be invoiced to the customer on the previously agreed upon date as stated in the original quote/sales order and title/ownership of the products will transfer to the customer at invoicing. Payment terms will not be altered or extended in connection with a Bill & Hold arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF Petroleum Group will have no entitlement to the products in Bill & Hold.

f. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. To the extent allowed by law Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

c. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and Purchaser shall at all times provide adequate ballast.

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

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e. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or its representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

7. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releases") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releases arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. RECORD KEEPING: Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN HIDALGO COUNTY, TEXAS. All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Texas, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read and are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to do the work as specified. Payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES. This agreement is subject to revision and may not be the final project cost. Additions or deletions as defined by the owner will reflect the final project cost.

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THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUPS'S SIGNATURE BELOW.

ACCEPTED FOR: PSI JF PETROLEUM GROUP INC.

SIGNATURE: By: Margarito Escalante Jr
Title: Sales Representative

Margarito Escalante Jr
2/13/2025

ACCEPTED FOR: CALHOUN COUNTY AIRPORT (Company Name)

SIGNATURE

TITLE

PHONE

ADDRESS

CITY

COMMISSIONER

361-552-9656

5812 FM 1090 N

PORT LAVACA

RONALD BEST
Ronald B.

STATE

TX

77979

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:
2025-1326871

Date Filed:
06/19/2025

Date Acknowledged:

DLV

6/20/25

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PSI JF PETROLEUM GROUP INC.
Edinburg, 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 Airport

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.

Petroleum Contract
Fuel System

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Whittington, David	Morrisville, NC United States	X	
	Shadrick, Keith	Morrisville, NC United States	X	
	JF, Acquisitions, LLC	Morrisville, NC United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Mark Barron- Executive VP SW, and my date of birth is [REDACTED].

My address is [REDACTED] (street), [REDACTED] (city), [REDACTED] (state), [REDACTED] (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 19th day of June, 2025.
(month) (year)

[Signature]

Signature of authorized agent of contracting business entity
(Declarant)

22

22. Consider and take necessary action to allow the Sheriffs Office to send Jailer Keith Williams to the Academy at Victoria College and take funds from the training budget 760-66310.
(VLL)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
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: FURTHER EDUCATION FROM JAILER TO PATROL DEPUTY

DATE: JUNE 19, 2025

Please place the following item(s) on the Commissioner's Court agenda for the date(s) indicated:

AGENDA FOR JUNE ^{25 DW} 24, 2025

* Consider and take necessary action to allow the Sheriff's Office to send Jailer Keith Williams to the Academy at Victoria College and take funds from the training budget 760-66310.

Sincerely,



Bobbie Vickery
Calhoun County Sheriff

From: "Deborah.Green@victoriacollege.edu (GREEN, Deborah)" <Deborah.Green@victoriacollege.edu>
To: "TYRONE.HARRIS@CALHOUNCOTX.ORG" <TYRONE.HARRIS@CALHOUNCOTX.ORG>
Cc: "EDWARDS, Tracy" <Tracy.Edwards@victoriacollege.edu>
Date: 06/18/2025 04:06 PM
Subject: Invoice from The Victoria College

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.

Attachment: Invoice

Invoice Due:06/18/2025
111756

Amount Due: **\$1,825.00**

Dear Customer :

Your invoice appears below. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

The Victoria College
361 573-3291

Thanks,



Debbie Green
Accounting Clerk II
Accounts Receivable
Payments Center

Phone: (361) 485-6840

Victoria College
2200 E. Red River Street
Victoria, TX 77901
VictoriaCollege.edu

Attachments:

File:	Size:	Content Type:
<u>Inv_111756_from_Victoria_College_21916.pdf</u>	71k	application/pdf
File: <u>Keith Williams Acceptance Letter.pdf</u>	Size:	Content Type:
	74k	application/pdf

Victoria College

2200 East Red River
Victoria, TX 77901

Invoice

Date	Invoice #
6/18/2025	111756

Bill To
CALHOUN COUNTY SHERIFF'S OFFICE 211 S. ANN PORT LAVACA, TX 77979

P.O. No.	Terms	Due Date
		6/18/2025

Quantity	Description	Rate	Amount
	VICTORIA COLLEGE LAW ENFORCEMENT ACADEMY FOURTH QUARTER 2024-2025 JULY 7 - OCTOBER 16, 2025 TUITION AND FEES WILLIAMS, KEITH V00188406	1,825.00	1,825.00
	Internal Use Only V00126746 Sales Tax	8.25%	0.00

Please remit to Attn. Business Office

Total \$1,825.00

Payments/Credits \$0.00

Balance Due \$1,825.00

Phone #	Fax #
361 573-3291	361 582-2561

Web Site
www.victoriacollege.edu

VICTORIA COLLEGE

June 17, 2025

Dear: Keith Williams,

Congratulations! You have been accepted into the Victoria College Law Enforcement Academy. Beginning Monday July 7, 2025 through December 10, 2025 you will be exposed to some of the most intensive law enforcement training in the State of Texas. From classroom instruction and physical fitness, to firearms training and practical exercises, you will be challenged like never before. Please be prepared to commit yourself to this entire experience so that your efforts will not have been in vain.

There are two mandatory orientations that have been scheduled. The date and times for the orientation will be June 30, 2025 at 9:00 a.m and 4:00 p.m. in the Allied Health building in room 112. **You are required to attend one of the two orientations.** Please notify Mrs. Edwards to schedule which orientation you would like to attend.

Mrs. Edwards will handle registration for the academy. All documents need to be completed and turned in before you can get registered. This registration must be completed by June 30, 2025.

Once your tuition has been processed you will be issued a voucher by the academy. This voucher is to be used at the bookstore as proof that your tuition has been paid, and that you are eligible to receive the required supplies. **Please remember that \$1,825 is due at registration and the remaining \$1,825 is due at midterm.** You will **NOT** receive your voucher until tuition is paid, and you have provided a copy of your receipt to Ms. Edwards. Please refer to the VC student handbook for all information regarding refunds for the Law Enforcement Academy program.

If you have any questions please feel free to contact the Law Enforcement Academy office.

Sincerely,



James Martinez
Law Enforcement Academy Director
Victoria College

Main Campus

2200 E. Red River Street
Victoria, TX 77901
(361) 573-3291
(877) 843-4369

Emerging Technology Complex

7403 Lone Tree Road
Victoria, TX 77905
(361) 580-3700

Gonzales Center

424 E. Sarah Dewitt
Gonzales, TX 78629
(830) 672-6251

Vocational Nursing Program - Cuero

2550 N. Esplanade
Cuero, TX 77954
(361) 277-6780

Zelda L. Allen School of Nursing

1410 N. Texana
Hallettsville, TX 77964
(361) 798-2289

VICTORIA COLLEGE

Class starts Monday July 7, 2025 at 5:45 a.m. You will need to park in the designated parking area at the Victoria College. You will be required to be in full uniform.

You will need to bring all items listed on your bookstore voucher and place them in the duffle bag. If an item is not provided by the bookstore, make sure you bring your voucher with that item listed. Do not remove any tags or shrink wrap from the items.

Please note the items listed below are additional items required for the first day of the academy not covered in your voucher;

- Black duffel bag- NO LOGO
- Black Belt with silver buckle
- Black tactical boots
- White undershirt and black socks

If your pant order has not arrived by the start of the academy, you will be required to wear khaki slacks. These will be acceptable until your order has arrived.

If you would like to purchase additional 5.11 TacLite Pro pants in TDU Khaki you can visit the website's listed below:

lapolicegear.com
gtdist.com
mesfire.com
officerstore.com

23

23. Accept Reports from the following County Offices:

a) Justice of the Peace Pct 3 – May, 2025

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joel Behrens, Commissioner Pct 3
SECONDER:	Gary Reese, Commissioner Pct 4
AYES:	Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

ENTER COURT NAME:		JUSTICE OF PEACE NO. 3
ENTER MONTH OF REPORT		MAY
ENTER YEAR OF REPORT 2025		2025
CODE	AMOUNT	
CASH BONDS		
ADMINISTRATION FEE - ADMF		
BREATH ALCOHOL TESTING - BAT		
CONSOLIDATED COURT COSTS - CCC	40.00	
STATE CONSOLIDATED COURT COST- 2020	191.36	
LOCAL CONSOLIDATED COURT COST- 2020	43.21	
COURTHOUSE SECURITY - CHS	4.00	
CJP		
CIVIL JUSTICE DATA REPOSITORY FEE - CJDR		
CORRECTIONAL MANAGEMENT INSTITUTE - CMI		
CR		
CHILD SAFETY - CS		
CHILD SEATBELT FEE - CSBF		
CRIME VICTIMS COMPENSATION - CVC		
DPSC/FAILURE TO APPEAR - OMNI - DPSC		
ADMINISTRATION FEE FTA/FTP (aka OMNI) - 2020		
ELECTRONIC FILING FEE - EEF		
FUGITIVE APPREHENSION - FA		
GENERAL REVENUE - GR		
CRIM - IND LEGAL SVCS SUPPORT - IDF	2.00	
JUVENILE CRIME & DELINQUENCY - JCD		
JUVENILE CASE MANAGER FUND - JGMF	5.00	
JUSTICE COURT PERSONNEL TRAINING - JCPT		
JUROR SERVICE FEE - JSF	4.00	
LOCAL ARREST FEES - LAF	5.06	
LEMI		
LEOA		
LEOC		
OCCL		
PARKS & WILDLIFE ARREST FEES - PWAF		
STATE ARREST FEES - SAF	15.37	
SCHOOL CROSSING/CHILD SAFETY FEE - SCF		
SUBTITLE C - SUBC	30.00	
STATE TRAFFIC FINES-EST 9/1/19 - STF	185.90	
TABC ARREST FEES - TAF		
TECHNOLOGY FUND - TF	4.00	
TRAFFIC - TFC	3.00	
LOCAL TRAFFIC FINE - 2020	11.15	
TIME PAYMENT - TIME		
TIME PAYMENT REIMBURSEMENT FEE- 2020	15.00	
TRUANCY PREVENTION/DIVERSION FUND - TPDF	2.00	
LOCAL & STATE WARRANT FEES - WRNT	50.00	
COLLECTION SERVICE FEE-MVBA - CSRV	54.00	
DEFENSIVE DRIVING COURSE - DDC		
DEFERRED FEE - DFF		
DRIVING EXAM FEE - PROV DL		
FILING FEE - FFEF		
STATE CONSOLIDATED CIVIL FEE - 2022	126.00	
LOCAL CONSOLIDATED CIVIL FEE - 2022	198.00	
FILING FEE SMALL CLAIMS - FFSC		
JURY FEE - JF		
COPIES/CERTIFIED COPIES - CG		
INDIGENT FEE - CFF or INDF		
JUDGE PAY RAISE FEE - JPAY	6.00	
SERVICE FEE - SFEE	75.00	
OUT-OF-COUNTY SERVICE FEE		
ELECTRONIC FILING FEE - EEF CV		
EXPUNGEMENT FEE - EXPG		
EXPIRED RENEWAL - EXPR		
ABSTRACT OF JUDGEMENT - AOJ		
ALL WRITS - WOP / WOE		
DPS FTA FINE - DPSF		
LOCAL FINES - FINE	663.95	
LICENSE & WEIGHT FEES - LWVF		
PARKS & WILDLIFE FINES - PWF		
SEATBELT/UNRESTRAINED CHILD FINE - SEAT		
JUDICIAL & COURT PERSONNEL TRAINING - JCPT		
* OVERPAYMENT (OVER \$10) - OVER		
* OVERPAYMENT (\$10 AND LESS) - OVER		
RESTITUTION - REST		
PARKS & WILDLIFE-WATER SAFETY FINES - WSF		
MARINE SAFETY PARKS & WILDLIFE - MSO		
TOTAL ACTUAL MONEY RECEIVED	\$1,734.00	
TYPE: AMOUNT		
TOTAL WARRANT FEES	50.00	
ENTER LOCAL WARRANT FEES	0.00	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
STATE WARRANT FEES	50.00	RECORD ON TOTAL PAGE OF HILL COUNTRY SOFTWARE MO. REPORT
DUE TO OTHERS: AMOUNT		
DUE TO CCISD - 50% of Fine on JV cases	0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
DUE TO DA RESTITUTION FUND	0.00	PLEASE INCLUDE D.R. REQUESTING DISBURSEMENT
REFUND OF OVERPAYMENTS	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	\$1,734.00	Calculate from ACTUAL Treasurer's Receipts
TOTAL TREAS. RECEIPTS	\$1,734.00	

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

6/9/2025

COURT NAME: JUSTICE OF PEACE NO. 3
MONTH OF REPORT: MAY
YEAR OF REPORT: 2025

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
CR 1000-001-45013	FINES	663.95
CR 1000-001-44190	SHERIFF'S FEES	57.36
ADMINISTRATIVE FEES:		
	DEFENSIVE DRIVING	0.00
	CHILD SAFETY	0.00
	TRAFFIC	14.15
	ADMINISTRATIVE FEES	0.00
	EXPUNGEMENT FEES	0.00
	MISCELLANEOUS	0.00
	TOTAL ADMINISTRATIVE FEES	14.15
CR 1000-001-44363	CONSTABLE FEES-SERVICE	75.00
CR 1000-001-44010	JP FILING FEES	0.00
CR 1000-001-44063	COPIES / CERTIFIED COPIES	0.00
CR 1000-001-44090	OVERPAYMENTS (LESS THAN \$10)	0.00
CR 1000-001-49110	TIME PAYMENT REIMBURSEMENT FEE	15.00
CR 1000-001-44322	SCHOOL CROSSING/CHILD SAFETY FEE	0.00
CR 1000-001-44145	DUE TO STATE-DRIVING EXAM FEE	0.00
CR 1000-999-20741	DUE TO STATE-SEATBELT FINES	0.00
CR 1000-999-20744	DUE TO STATE-CHILD SEATBELT FEE	0.00
CR 1000-999-20745	DUE TO STATE-OVERWEIGHT FINES	0.00
CR 1000-999-20746	DUE TO JP COLLECTIONS ATTORNEY	54.00
CR 1000-999-20770	TOTAL FINES, ADMIN. FEES & DUE TO STATE	\$879.46
CR 2670-001-44063	COURTHOUSE SECURITY FUND	\$18.12
CR 2720-001-44063	JUSTICE COURT SECURITY FUND	\$1.00
CR 2719-001-44063	JUSTICE COURT TECHNOLOGY FUND	\$16.35
CR 2699-001-44063	JUVENILE CASE MANAGER FUND	\$5.00
CR 2730-001-44063	LOCAL TRUANCY PREVENTION & DIVERSION FUND	\$15.43
CR 2669-001-44063	COUNTY JURY FUND	\$0.31
CR 2728-001-44063	JUSTICE COURT SUPPORT FUND	\$150.00
CR 2677-001-44063	COUNTY DISPUTE RESOLUTION FUND	\$30.00
CR 2725-001-44063	LANGUAGE ACCESS FUND	\$18.00
STATE ARREST FEES		
	DPS FEES	13.07
	P&W FEES	0.00
	TABC FEES	0.00
	TOTAL STATE ARREST FEES	13.07
CR 7020-999-20740	CCC-GENERAL FUND	4.00
CR 7070-999-20610	CCC-STATE	36.00
CR 7070-999-20740		40.00
DR 7070-999-10010		
CR 7072-999-20610	STATE CCC- GENERAL FUND	19.14
CR 7072-999-20740	STATE CCC- STATE	172.22
DR 7072-999-10010		191.36
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	7.44
CR 7860-999-20740	STF- EST 9/1/2019- STATE	178.46
DR 7860-999-10010		185.90

MONTHLY REPORT OF COLLECTIONS AND DISTRIBUTIONS

6/9/2025

COURT NAME: JUSTICE OF PEACE NO. 3
MONTH OF REPORT: MAY
YEAR OF REPORT: 2025

CR 7950-999-20610	TP-GENERAL FUND	0.00
CR 7950-999-20740	TP-STATE	0.00
DR 7950-999-10010		<u>0.00</u>
CR 7480-999-20610	CIVIL INDIGENT LEGAL-GEN. FUND	0.00
CR 7480-999-20740	CIVIL INDIGENT LEGAL-STATE	0.00
DR 7480-999-10010		<u>0.00</u>
CR 7865-999-20610	CRIM-SUPP OF IND LEG SVCS-GEN FUND	0.20
CR 7865-999-20740	CRIM-SUPP OF IND LEG SVCS-STATE	1.80
DR 7865-999-10010		<u>2.00</u>
CR 7970-999-20610	TL/FTA-GENERAL FUND	0.00
CR 7970-999-20740	TL/FTA-STATE	0.00
DR 7970-999-10010		<u>0.00</u>
CR 7505-999-20610	JPAY - GENERAL FUND	0.60
CR 7505-999-20740	JPAY - STATE	5.40
DR 7505-999-10010		<u>6.00</u>
CR 7857-999-20610	JURY REIMB. FUND- GEN. FUND	0.40
CR 7857-999-20740	JURY REIMB. FUND- STATE	3.60
DR 7857-999-10010		<u>4.00</u>
CR 7856-999-20610	CIVIL JUSTICE DATA REPOS.- GEN FUND	0.00
CR 7856-999-20740	CIVIL JUSTICE DATA REPOS.- STATE	0.00
DR 7856-999-10010		<u>0.00</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	1.00
7998-999-20701	JUVENILE CASE MANAGER FUND	1.00
DR 7998-999-10010		<u>2.00</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	126.00
		<u>126.00</u>

TOTAL (Distrib Req to Oper Acct) \$1,734.00

DUE TO OTHERS (Distrib Req Attchd)

CALHOUN COUNTY ISD	0.00
DA - RESTITUTION	0.00
REFUND OF OVERPAYMENTS	0.00
OUT-OF-COUNTY SERVICE FI	0.00
CASH BONDS	0.00
PARKS & WILDLIFE FINES	0.00
WATER SAFETY FINES	0.00

TOTAL DUE TO OTHERS \$0.00

TOTAL COLLECTED-ALL FUNDS \$1,734.00

LESS: TOTAL TREASUER'S RECEIPTS \$1,734.00

OVER/(SHORT) \$0.00

REVISED 02/02/2021

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24. 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, June 25, 2025

HEARING TYPE: REGULAR BUDGET YEAR: 2025

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COMMISSIONERS COURT

DEPARTMENT NO: 230

AMENDMENT NO: 7081 REQUESTOR: COMMISSIONERS COURT

AMENDMENT REASON: LINE ITEM TRANSFER

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
63503	MAINTENANCE-COMMUNICATION N	999	NO GRANT	\$0	\$0	\$0	\$12,500	\$12,500
65835	SOFTWARE MAINTENANCE (ANNUA	999	NO GRANT	\$0	\$0	\$7,800	\$0	(\$7,800)
72660	EQUIPMENT-SOFTWARE	999	NO GRANT	\$0	\$0	\$4,700	\$0	(\$4,700)
AMENDMENT NO 7081 TOTAL				\$0	\$0	\$12,500	\$12,500	\$0

COMMISSIONERS COURT TOTAL \$0 \$0 \$12,500 \$12,500 \$0

DEPARTMENT NAME: CONTINGENCIES

DEPARTMENT NO: 240

AMENDMENT NO: 7090 REQUESTOR: COUNTY AUDITOR

AMENDMENT REASON: INCREASE LINE ITEM AS NEEDED FOR INCREASE IN PROPERTY INSURANCE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
63920	MISCELLANEOUS	999	NO GRANT	\$0	\$0	\$0	\$100,000	\$100,000
AMENDMENT NO 7090 TOTAL				\$0	\$0	\$0	\$100,000	\$100,000

CONTINGENCIES TOTAL \$0 \$0 \$0 \$100,000 \$100,000

DEPARTMENT NAME: COUNTY COURT-AT-LAW

DEPARTMENT NO: 410

AMENDMENT NO: 7089 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	

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, June 25, 2025

HEARING TYPE: REGULAR BUDGET YEAR: 2025

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: COUNTY COURT-AT-LAW

DEPARTMENT NO: 410

AMENDMENT NO: 7089 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
66316	TRAINING TRAVEL OUT OF COUNTY	999	NO GRANT	\$0	\$0	\$592	\$0	(\$592)
72350	EQUIPMENT-OFFICE	999	NO GRANT	\$0	\$0	\$0	\$592	\$592
AMENDMENT NO 7089 TOTAL				\$0	\$0	\$592	\$592	\$0
COUNTY COURT-AT-LAW TOTAL				\$0	\$0	\$592	\$592	\$0

DEPARTMENT NAME: DISTRICT COURT

DEPARTMENT NO: 430

AMENDMENT NO: 7087 REQUESTOR: DISTRICT COURT

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
51533	JURORS-PETTIT	999	NO GRANT	\$0	\$0	\$0	\$2,131	\$2,131
51534	JURORS-GRAND	999	NO GRANT	\$0	\$0	\$2,131	\$0	(\$2,131)
AMENDMENT NO 7087 TOTAL				\$0	\$0	\$2,131	\$2,131	\$0
DISTRICT COURT TOTAL				\$0	\$0	\$2,131	\$2,131	\$0

DEPARTMENT NAME: EMERGENCY COMMUNICATION DIVISION DEPARTMENT NO: 635

AMENDMENT NO: 7089 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, June 25, 2025

HEARING TYPE: REGULAR BUDGET YEAR: 2025

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: EMERGENCY COMMUNICATION DIVISION DEPARTMENT NO: 635

AMENDMENT NO: 7089 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
51620	ADDITIONAL PAY-REGULAR RATE	999	NO GRANT	\$0	\$0	\$1,000	\$0		(\$1,000)
51700	MEAL ALLOWANCE	999	NO GRANT	\$0	\$0	\$0	\$1,000		\$1,000
AMENDMENT NO 7089 TOTAL				\$0	\$0	\$1,000	\$1,000		\$0
EMERGENCY COMMUNICATION DIVISION TOTAL				\$0	\$0	\$1,000	\$1,000		\$0

DEPARTMENT NAME: EMERGENCY MEDICAL SERVICES DEPARTMENT NO: 345

AMENDMENT NO: 7089 REQUESTOR: COUNTY AUDITOR/OVERDRAWN

AMENDMENT REASON: OVERDRAWN ACCOUNTS

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
50815	PARAMEDIC	999	NO GRANT	\$0	\$0	\$0	\$3,004		\$3,004
51740	VACATION PAY ON TERMINATION	999	NO GRANT	\$0	\$0	\$3,004	\$0		(\$3,004)
AMENDMENT NO 7089 TOTAL				\$0	\$0	\$3,004	\$3,004		\$0
EMERGENCY MEDICAL SERVICES TOTAL				\$0	\$0	\$3,004	\$3,004		\$0

DEPARTMENT NAME: FIRE PROTECTION-SEADRIFT DEPARTMENT NO: 690

AMENDMENT NO: 7084 REQUESTOR: COMMISSIONER PRECINCT #4

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, June 25, 2025

HEARING TYPE: REGULAR BUDGET YEAR: 2025

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: FIRE PROTECTION-SEADRIFT

DEPARTMENT NO: 690

AMENDMENT NO: 7084 REQUESTOR: COMMISSIONER PRECINCT #4

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
53980	SUPPLIES/OPERATING EXPENSES	999	NO GRANT	\$0	\$0	\$0	\$1,002	\$1,002	
65740	SERVICES	999	NO GRANT	\$0	\$0	\$1,002	\$0		(\$1,002)
AMENDMENT NO 7084 TOTAL				\$0	\$0	\$1,002	\$1,002	\$0	

FIRE PROTECTION-SEADRIFT TOTAL \$0 \$0 \$1,002 \$1,002 \$0

DEPARTMENT NAME: JUSTICE OF PEACE-PRECINCT #4 DEPARTMENT NO: 480

AMENDMENT NO: 7085 REQUESTOR: JUSTICE OF THE PEACE PRECINCT #4

AMENDMENT REASON: LINE ITEM TRANSFER

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
61340	COPY MACHINE LEASE	999	NO GRANT	\$0	\$0	\$100	\$0		(\$100)
65835	SOFTWARE MAINTENANCE (ANNUA	999	NO GRANT	\$0	\$0	\$0	\$100		\$100
AMENDMENT NO 7085 TOTAL				\$0	\$0	\$100	\$100	\$0	

JUSTICE OF PEACE-PRECINCT #4 TOTAL \$0 \$0 \$100 \$100 \$0

DEPARTMENT NAME: MISCELLANEOUS DEPARTMENT NO: 280

AMENDMENT NO: 7090 REQUESTOR: COUNTY AUDITOR

AMENDMENT REASON: INCREASE LINE ITEM AS NEEDED FOR INCREASE IN PROPERTY INSURANCE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, June 25, 2025

HEARING TYPE: REGULAR BUDGET YEAR: 2025

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: MISCELLANEOUS

DEPARTMENT NO: 280

AMENDMENT NO: 7090 REQUESTOR: COUNTY AUDITOR

AMENDMENT REASON: INCREASE LINE ITEM AS NEEDED FOR INCREASE IN PROPERTY INSURANCE

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
62872	INSURANCE-LIABILITY AND PROPER	999	NO GRANT	\$0	\$0	\$100,000	\$0	(\$100,000)
AMENDMENT NO 7090 TOTAL				\$0	\$0	\$100,000	\$0	(\$100,000)
MISCELLANEOUS TOTAL				\$0	\$0	\$100,000	\$0	(\$100,000)

DEPARTMENT NAME: OTHER FINANCING

DEPARTMENT NO: 520

AMENDMENT NO: 7082 REQUESTOR: SHERIFF

AMENDMENT REASON: ADJUST BUDGET FOR AUCTION PROCEEDS-ACCEPTED IN CC 6/17/25

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
90006	GAIN/LOSS ON SALE OF ASSETS	999	NO GRANT	\$0	\$0	\$0	\$8,312	\$8,312
AMENDMENT NO 7082 TOTAL				\$0	\$0	\$0	\$8,312	\$8,312
OTHER FINANCING TOTAL				\$0	\$0	\$0	\$8,312	\$8,312

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #4

DEPARTMENT NO: 570

AMENDMENT NO: 7083 REQUESTOR: COMMISSIONER PRECINCT #4

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE (DECREASE)
62510	EQUIPMENT RENTAL	999	NO GRANT	\$0	\$0	\$20,000	\$0	(\$20,000)
73400	MACHINERY AND EQUIPMENT	999	NO GRANT	\$0	\$0	\$0	\$20,000	\$20,000

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, June 25, 2025

HEARING TYPE: REGULAR BUDGET YEAR: 2025

FUND NAME GENERAL FUND

FUND NO: 1000

DEPARTMENT NAME: ROAD AND BRIDGE-PRECINCT #4 DEPARTMENT NO: 570

AMENDMENT NO: 7083 REQUESTOR: COMMISSIONER PRECINCT #4

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
AMENDMENT NO 7083 TOTAL				\$0	\$0	\$20,000	\$20,000	\$0	

AMENDMENT NO: 7088 REQUESTOR: COMMISSIONER PRECINCT #4

AMENDMENT REASON: LINE ITEM ADJUSTMENT

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
51613	OVERTIME BASE PAY	999	NO GRANT	\$0	\$0	\$50	\$0	(\$50)	
51616	OVERTIME PREMIUM PAY	999	NO GRANT	\$0	\$0	\$50	\$0	(\$50)	
53595	TOOLS	999	NO GRANT	\$0	\$0	\$100	\$0	(\$100)	
73400	MACHINERY AND EQUIPMENT	999	NO GRANT	\$0	\$0	\$0	\$200	\$200	
AMENDMENT NO 7088 TOTAL				\$0	\$0	\$200	\$200	\$0	

ROAD AND BRIDGE-PRECINCT #4 TOTAL \$0 \$0 \$20,200 \$20,200 \$0

DEPARTMENT NAME: SHERIFF DEPARTMENT NO: 760

AMENDMENT NO: 7082 REQUESTOR: SHERIFF

AMENDMENT REASON: ADJUST BUDGET FOR AUCTION PROCEEDS-ACCEPTED IN CC 6/17/25

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	FUND BAL INCREASE	FUND BAL DECREASE
53995	UNIFORMS	999	NO GRANT	\$0	\$0	\$8,312	\$0	(\$8,312)	
AMENDMENT NO 7082 TOTAL				\$0	\$0	\$8,312	\$0	(\$8,312)	
SHERIFF TOTAL				\$0	\$0	\$8,312	\$0	(\$8,312)	

COMMISSIONERS' COURT BUDGET ADJUSTMENT APPROVAL LIST

HEARING DATE: Wednesday, June 25, 2025

HEARING TYPE: REGULAR BUDGET YEAR: 2025

FUND NAME GENERAL FUND

GENERAL FUND TOTAL FUND NO: 1000 \$0 \$0 \$148,841 \$148,841 \$0

FUND NAME JUVENILE PROBATION FUND

FUND NO: 9200

DEPARTMENT NAME: NO DEPARTMENT

DEPARTMENT NO: 999

AMENDMENT NO: 7086

REQUESTOR: JUVENILE PROBATION

AMENDMENT REASON: LINE ITEM TRANSFER

ACCT NO	ACCT NAME	GRANT NO	GRANT NAME	REVENUE	REVENUE	EXPENDITURE	EXPENDITURE	FUND BAL
				INCREASE	DECREASE	INCREASE	DECREASE	
64310	OTHER PROGRAMS	999	NO GRANT	\$0	\$0	\$0	\$2,500	\$2,500
66192	TELEPHONE SERVICES	999	NO GRANT	\$0	\$0	\$2,500	\$0	(\$2,500)
AMENDMENT NO 7086 TOTAL				\$0	\$0	\$2,500	\$2,500	\$0
NO DEPARTMENT TOTAL				\$0	\$0	\$2,500	\$2,500	\$0
JUVENILE PROBATION FUND TOTAL				\$0	\$0	\$2,500	\$2,500	\$0
Grand Total				\$0	\$0	\$151,341	\$151,341	\$0

25

25. Approval of bills and payroll. (VLL)

MMC:

RESULT:

APPROVED [UNANIMOUS]

MOVER:

David Hall, Commissioner Pct 1

SECONDER:

Gary Reese, Commissioner Pct 4

AYES:

Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

County Bills:

RESULT:

APPROVED [UNANIMOUS]

MOVER:

David Hall, Commissioner Pct 1

SECONDER:

Gary Reese, Commissioner Pct 4

AYES:

Judge Lyssy, Commissioner Hall, Best, Behrens, Reese

26. Adjourn.

10:54am JB/GR

June 25, 2025

APPROVAL LIST - 2025 BUDGET
COMMISSIONERS COURT MEETING OF

06/25/25

BALANCE BROUGHT FORWARD FROM APPROVAL LIST REPORT PAGE 23

\$345,514.30

FICA	PAYROLL 6/20/2025	P/R	\$	70,587.70
MEDICARE	PAYROLL 6/20/2025	P/R	\$	16,508.26
FMH	PAYROLL 6/20/2025	P/R	\$	45,713.55
NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL 6/20/2025	P/R	\$	1,662.50
OFFICE OF THE ATTORNEY GENERAL - CHILD SUPPORT	PAYROLL 6/20/2025	P/R	\$	2,587.45
VOYA	PAYROLL 6/6/2025	P/R	\$	1,885.00
CITIBANK	DEPT CREDIT CARD CHARGES	A/P	\$	38,465.45
CHICAGO MOTORS INC	SO - PURCHASE 2022 CHEV TAHOE, 2022 FORD F150	A/P	\$	69,790.00
COLORADO MATERIALS, LTD	RB2 - 98.88T HOT MIX COLD LAID	A/P	\$	11,470.08
TEXAS DEPT OF PUBLIC SAFETY	TREAS/HR	A/P	\$	31.00
PSI JF PETROLEUM GROUP INC	AIRPORT- DEPOSIT FOR CARD READER @ FUEL FARM	A/P	\$	6,410.72

TOTAL VENDOR DISBURSEMENTS:

\$ 610,626.01

CALHOUN COUNTY OPERATING ACCOUNT (TRANSFER FROM MONEY MKT TO OP ACCT FOR AP & PAYROLL)
TESTAR WITHDRAWALS TO CONSTRUCTION SERIES 2024 ACCOUNT (WEAVER AND JACOBS- PMNT #4)
WEAVER AND JACOBS CONSTRUCTORS, INC

MMC HVAC & ROOF IMPROVEMENTS- PMNT #4

TOTAL INVESTMENT ACTIVITY AND TRANSFERS BETWEEN FUNDS:

\$ 3,135,377.50

TOTAL AMOUNT FOR APPROVAL:

\$ 3,746,003.51

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BUILDING MAINTENANCE	170	BUILDING SUPPLIES/PARTS	53610	SHERWIN WILLIAMS	7215	27672	MAINT 6/3 PAINT BRUSH, WALL TEXTURE	39.94	
			53610	SHERWIN WILLIAMS	7215	28308	MAINT 6/4 PAINT, ROLLERS	105.36	
			53610	SHERWIN WILLIAMS	7215	28795	MAINT 6/5 PAINT	85.75	
			53640	GULF COAST PAPER CO INC	2619	2657863	MAINT 6/17 FLOOR STRIPPER	226.52	
			65454	CFI MECHANICAL INC	2005	SD26194	MAINT 6/11 2ND QTR 2025 JAIL CHILLER P/M, (2) WATER PUMPS	2,286.25	
		REPAIRS-COURTHOUSE AND JAIL	65454	POWER ELECTRIC LLC	2927	1916	MAINT 6/5 REM/REPL EXISTING SURGE PROTECTORS @ CH	5,360.00	
			66602	CENTERPOINT ENERGY	1805	2942974...	BAUER 6/16 A# 2942974-3 CCF 0 5/8- 6/10	58.56	
			66602	CENTERPOINT ENERGY	1805	2942980...	AG BLDG 6/16 A# 2942980-0 CCF 0 5/8- 6/10	58.56	
		UTILITIES-COURTHOUSE AND JAIL	66604	CENTERPOINT ENERGY	1805	6329420...	CH 6/16 A# 6329420-1 CCF 70 5/8- 6/10	984.48	
			66604	CITY OF PORT LAVACA	861	1218440...	CH 6/12 A# 12-1844-00 WATER 5/10- 6/10	288.93	
			66605	CENTERPOINT ENERGY	1805	6455891...	JAIL 6/16 A# 6455891-9 MCF 219 5/8- 6/10	2,370.71	
		UTILITIES-JAIL	66605	CITY OF PORT LAVACA	861	1218420...	JAIL 6/12 A# 12-1842-01 WATER 5/10- 6/10	4,345.18	
			66605	CITY OF PORT LAVACA	861	1218430...	JAIL 6/12 A# 12-1843-00 WATER 5/10- 6/10	87.32	
			66606	CITY OF PORT LAVACA	861	1219100...	ANNEX I 6/12 A# 12-1910-00 WATER 5/10- 6/10	111.53	
		UTILITIES-COURTHOUSE ANNEX II	66621	CITY OF PORT LAVACA	861	1208950...	ANNEX II 6/12 A# 12-0895-01 WATER 5/10- 6/10	69.82	
			66623	CENTERPOINT ENERGY	1805	6403494...	EMER COM 6/16 A# 6403494238-9 CCF 0 5/8- 6/10	58.56	
			70825	G&W ENGINEERS, INC.	2601	5310026...	MAINT 6/5 ENG SVCS- ANNEX I ROOF 4/28- 6/1	2,400.00	
BUILDING MAINTENANCE	Total 170							18,937.47	0.00

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COMMISSIONERS COURT	230	INTERNET SERVICES	62955	FRONTIER COMMUNICATIONS	2855	3611970...	CH 6/11 AM 361-197-0053-122022-5 INTERNET 6/11-7/10	1,200.00	
		PATHOLOGIST FEES	64520	VICTORIA MORTUARY SERVICE INC	8238	250522	COM CRT/PS 5/12 TRANSPORT E. KOCIAN	955.00	
COMMISSIONERS COURT	Total 230							2,155.00	0.00
COUNTY CLERK	250	MISCELLANEOUS	63920	TEXAS DEPT OF STATE HEALTH	1512	2023353	CO CLK 6/2 MAY 2025 REMOTE BIRTH ACCESS	106.14	
COUNTY CLERK	Total 250							106.14	0.00
COUNTY COURT-AT-LAW	410	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	111822	CRT@LAW1 5/1 WATER COOLER RENTAL	27.00	
		DUES	54020	TEXAS ASSOCIATION OF	8733	41061225	CRT@LAW1 6/12 2025 DUES- JUDGE BEELER	35.00	
		MACHINE MAINTENANCE	63500	RELX INC	4625	3095800...	CRT@LAW1 5/31 MAY 2025 SUBSCRIPTION	59.00	
		TRAINING TRAVEL OUT OF COUNTY	66316	MARR JACK W	50410	4106425	CRT@LAW1 6/4 MILEAGE & ASSIGNMENT FOR DKT 6.4.25	812.10	
COUNTY COURT-AT-LAW	Total 410							933.10	0.00
COUNTY JUDGE	260	TRAINING TRAVEL OUT OF COUNTY	66316	LYSSY VERN	5871	PO2302...	CO JUDGE 6/17 TRAVEL REIMB- DENTON, TX 5/5- 5/6	306.60	
			66316	LYSSY VERN	5871	PO2602...	CO JUDGE 6/17 TRAVEL REIMB- LUBBOCK, TX 5/7- 5/9	654.50	
			66316	LYSSY VERN	5871	PO2602...	CO JUDGE 6/17 TRAVEL REIMB- CORPUS CHRISTI, TX 6/1- 6/5	135.00	
COUNTY JUDGE	Total 260							1,096.10	0.00
DISTRICT ATTORNEY	510	LEGAL SERVICES	63350	BROOKS DAVID B	5955	DB20255	DA 5/30 MAY 2025 SUBSCRIPTION	100.00	

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DISTRICT ATTORNEY	Total 510							100.00	0.00
		JURORS-PETTI	51533	RHONDA S. KOKENA	5545	PO0624...	CALCO 6/24 REIMB JURY CASH THRU 6.24.25	1,320.00	
		JURORS-GRAND	51534	RHONDA S. KOKENA	5545	PO0624...	CALCO 6/24 REIMB JURY CASH THRU 6.24.25	2,280.00	
		ADULT ASSIGNED-ATTORNEY FEES	60050	DISHER DAVID A	1398	20251119	DIST CRT 6/4 C# 2024-CR-9038-DC D. HOWARD	1,960.00	
			60050	HINDS RICHARD ORRIN	30830	20251113	DIST CRT 5/29 C# 2023-CR-8828-DC M. HODGES	350.00	
			60050	RIVERA JOE A	3449	20251114	DIST CRT 5/29 C# 2024-CR-8987-DC A. ROBLEDO	450.00	
			60050	RIVERA JOE A	3449	20251115	DIST CRT 5/29 C# 2024-CR-9056-DC G. RESENDEZ	450.00	
			60050	BEELER JAMES R	499	20251109	DIST CRT 5/29 C# 2024-CR-0947-DC, 2022-CR-8621-DC P WARZECHA	350.00	
			60050	BEELER JAMES R	499	20251110	DIST CRT 5/29 C# 2022-CR-8621-DC P. WARZECHA	100.00	
			60050	BEELER JAMES R	499	20251112	DIST CRT 5/29 C# 2025-CR-9067-DC M. CLAY	450.00	
			60050	CLARK JERRY	9858	20251116	DIST CRT 5/29 C# 2025-CR-9082-DC J. MORALES	100.00	
			60050	CLARK JERRY	9858	20251117	DIST CRT 5/29 C# 2025-CR-9081-DC J. MORALES	1,100.00	
			60050	CLARK JERRY	9858	20251118	DIST CRT 5/29 C# 2025-CR-9100-DC S. GARCIA	650.00	
DISTRICT COURT	Total 430							9,560.00	0.00

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EMERGENCY COMMUNICATION DIVISION	635	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	44284551	EMER COM 5/27 LABELS, FOLDERS	63.37	
EMERGENCY COMMUNICATION DIVISION	Total 635							63.37	0.00
EMERGENCY MEDICAL SERVICES	345	SUPPLIES/OPERATING EXPENSES	53980	BOUND TREE MEDICAL, LLC	412	45688981	EMS 3/7 LIDOCAINE	281.51	
			53980	BOUND TREE MEDICAL, LLC	412	85643518	EMS 1/30 CATHETER, BLOOD CNTRL, 22 GAUGE	267.54	
			53980	BOUND TREE MEDICAL, LLC	412	85755443	EMS 5/1 EMESIS BAGS, ETT, O2 TUBING	329.05	
			53980	BOUND TREE MEDICAL, LLC	412	85760518	EMS 5/6 C-COLLAR, ELECTRODES, NC, NACL, TEST STRIPS, MIS SUP	2,335.24	
			53980	BOUND TREE MEDICAL, LLC	412	85769324	EMS 5/13 BANDAGES, ETT, LANCETS, CRIC KIT	208.06	
			53980	BOUND TREE MEDICAL, LLC	412	85774124	EMS 5/16 ASA, GLOVES, BGL METER	243.29	
			53980	BOUND TREE MEDICAL, LLC	412	85775567	EMS 5/19 CNTRL SOLUTIONS, GLOVES	521.05	
			53980	BOUND TREE MEDICAL, LLC	412	85777424	EMS 5/20 D-10, TRANEXAMIC ACID	294.46	
			53980	BOUND TREE MEDICAL, LLC	412	85778930	EMS 5/21 BATTERY, IO SET	973.43	
			53980	BOUND TREE MEDICAL, LLC	412	85786022	EMS 5/28 IV ADMIN SET, TRACTION SPLINT	1,251.71	
			53980	BOUND TREE MEDICAL, LLC	412	85789224	EMS 5/30 CURPLEX DARTS	370.44	
			53980	BOUND TREE MEDICAL, LLC	412	85795635	EMS 6/4 IV CATHS, IGEL, IV SOLUTION, LUBE, NACL, VENI-GARD	1,949.43	
			53980	BOUND TREE MEDICAL, LLC	412	85795636	EMS 6/4 ATROPINE, NAHCO3, EPI, CURAPLEX, T-HERAPEUTIC LENS	2,194.36	
			53980	BOUND TREE MEDICAL, LLC	412	85795637	EMS 6/4 ELECTRODES, BLOOD GLUCOSE METER	166.88	

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EMERGENCY MEDICAL SERVICES	Total 345							13,400.95	0.00
EXTENSION SERVICE	110	COPY MACHINE LEASE	61340	XEROX CORPORATION	9001	0236470...	EXT SVC 6/1 COPIER LEASE 4/21- 5/21	156.13	
		TRAVEL/OUT OF COUNTY-CEA/HYD	66462	DEFOREST EMILEE	EM...	PO11102...	TRAVEL REIMB- COLLEGE STATION, TX 6/3- 6/5	298.30	
EXTENSION SERVICE	Total 110							454.43	0.00
FIRE PROTECTION-OLIVIA/P. ALTO	650	SUPPLIES/OPERATING EXPENSES	53980	OLIVIA PORT ALTO VOLUNTEER	5810	PO6506...	OPA VFD 6/9 REIMB (12) BATTERIES FOR RADIOS	948.00	
FIRE PROTECTION-OLIVIA/P. ALTO	Total 650							948.00	0.00
FIRE PROTECTION-SEADRIFT	690	SERVICES	65740	ROBBINS ALLEN LEE	52201	1350	SEA VFD 6/17 REPROGRAM PARAMETERS	3,940.00	
FIRE PROTECTION-SEADRIFT	Total 690							3,940.00	0.00
HUMAN RESOURCES	265	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615512...	HR 6/11 A# 361-551-2181-011122-5 FAX 6/11- 7/10	120.89	
HUMAN RESOURCES	Total 265							120.89	0.00

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INFORMATION TECHNOLOGY	275	UTILITIES-117 W. ASH ST. BUILDING	66609	CITY OF PORT LAVACA	861	1213400...	IT 6/12 A# 12-1340-00 WATER 5/10-6/10	111.53	
INFORMATION TECHNOLOGY	Total 275							111.53	0.00
JAIL OPERATIONS	180	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	44324013	JAIL 5/29 PENS	164.25	
			53020	QUILL LLC	6602	44341927	JAIL 5/30 LAMINATING POUCHES	46.72	
		JAIL MAINTENANCE/SUPPLIES	53420	CHARM-TEX INC	1177	0405317...	JAIL 5/28 EASY PAKS, HEAVY DUTY CLEANER & DEGREASER	475.70	
			53420	GULF COAST PAPER CO INC	2619	2654288	JAIL 6/3 TOILET PAPER	656.80	
			53420	GULF COAST PAPER CO INC	2619	2654289	JAIL 6/3 FLOOR & SURFACE CLEANER	204.44	
		PRISONER CLOTHING/SUPPLIES	53460	BOB BARKER COMPANY INC	436	INV2135...	JAIL 5/30 INMATE TOOTHPASTE, SHAMPOO	389.10	
		GROCERIES	53955	PERFORMANCE FOOD GROUP INC	63650	3156249	JAIL 4/23 INMATE GROCERIES	76.58	
			53955	PERFORMANCE FOOD GROUP INC	63650	3181830	JAIL 6/12 INMATE GROCERIES	2,026.86	
			53955	PERFORMANCE FOOD GROUP INC	63650	3183308	JAIL 6/16 INMATE GROCERIES	2,210.20	
		MISCELLANEOUS	63920	DRIESSEN WATER INC	6245	5263435	JAIL 5/19 WATER	58.35	
			63920	DRIESSEN WATER INC	6245	5317144	JAIL 5/31 LATE FEE	5.00	
		PRISONER MEDICAL SERVICES	64910	SOUTHERN HEALTH PARTNERS	3460	BASE53...	JAIL 6/2 JULY 2025 PRISONER MEDICAL	13,175.75	
JAIL OPERATIONS	Total 180							19,489.75	0.00
JUSTICE OF PEACE-PRECINCT #3	470	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3619872...	JP3 5/25 A# 361-987-2919-082715-5 PHONE 5/25-6/24	365.63	
		TRAINING TRAVEL OUT OF COUNTY	66316	DIMAK TANYA	1420	PO380	JP3 6/23 TRAVEL REIMB-LUBBOCK, TX 6/1-6/5	1,315.99	
JUSTICE OF PEACE-PRECINCT #3	Total 470							1,681.62	0.00

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JUSTICE OF PEACE-PRECINCT #4	480	COPY MACHINE LEASE	61340	GREAT AMERICA FINANCIAL	2751	39440183	JP4 6/12 COPIER LEASE	65.03	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3617857...	JP4 5/25 A# 361-785-7082- 110398-5 PHONE 5/25- 6/24	295.56	
JUSTICE OF PEACE-PRECINCT #4	Total 480							360.59	0.00
JUVENILE COURT	500	JUVENILE DETENTION SERVICES	63110	36th JUDICIAL DISTRICT	3897	202SCA...	JUV CRT 6/9 MAY 2025 DETENTION SVCS	4,200.00	
			63110	VICTORIA REGIONAL JUVENILE	8249	532025	JUV CRT 6/2 MAY 2025 DETENTION SVCS	3,400.00	
		MEDICAL/DENTAL FEES	63776	IKONOMOPOULOS JAMES PETER	35000	2900021...	JUV CRT 5/30 PSYCH EVAL	500.00	
JUVENILE COURT	Total 500							8,100.00	0.00
LIBRARY	140	INTERNET SERVICES	62955	FRONTIER COMMUNICATIONS	2855	3611970...	LIBRARY 6/10 A# 361-197-0199- 070623-5 INTERNET 6/10- 7/9	178.00	
		TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615524...	LIBRARY 6/13 A# 361-552-4926- 101592-5 PHONE 6/13- 7/12	146.02	
			66192	FRONTIER COMMUNICATIONS	2855	3615527...	LIBRARY 6/13 A# 361-552-7323- 042491-5 PHONE 6/13- 7/12	284.53	
		TRAVEL IN COUNTY	66476	CARBALAL, THERESA	EM...	PO0619...	LIBRARY 6/19 TRAVEL REIMB- POC LIBRARY 6/19/25	35.00	
		UTILITIES-MAIN LIBRARY	66610	CITY OF PORT LAVACA	861	1217300...	LIBRARY 6/12 A# 12-1730-00 WATER 5/10- 6/10	111.53	
			66610	CITY OF PORT LAVACA	861	1217310...	LIBRARY 6/12 A# 12-1731-00 WATER 5/10- 6/10	42.80	
		UTILITIES-SEADRIFT LIBRARY	66622	CENTERPOINT ENERGY	1805	2981129...	SEA LIBRARY 6/16 A# 2981129-6 CCF 0 5/8- 6/10	56.17	
			66622	CITY OF SEADRIFT	862	1253/0525	SEA LIBRARY 5/30 A# 1253 WATER	103.20	
		BOOKS & PRINT MATL-LIBRARY	70550	BAKER & TAYLOR	403	5019538...	LIBRARY 5/27 BOOK	15.31	

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LIBRARY	Total 140		70550	BAKER & TAYLOR	403	5019538...	LIBRARY 5/27 (2) BOOKS	26.97	
			70550	BAKER & TAYLOR	403	5019538...	LIBRARY 5/27 BOOK	10.49	
			70550	BAKER & TAYLOR	403	5019538...	LIBRARY 5/27 (18) BOOKS	255.07	
			70550	MICROMARKETING, LLC	5097	982612	LIBRARY 6/5 BOOK	16.14	
			70550	CENTER POINT LARGE PRINT	776	2170110	LIBRARY 6/1 (2) BOOKS	50.34	
MISCELLANEOUS	280	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615521...	MODEM 6/16 A#	1,331.57	0.00
							361-552-1476-082207-5 6/16-7/15	95.14	
							CH/ANNEX 6/13 A#		
							361-553-4465-011607-5	683.66	
							PHONE 6/13- 7/12		
MISCELLANEOUS	Total 280	GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	44421033	ANNEX 6/13 A#	420.26	
							361-553-4645-012307-5		
							PHONE 6/13- 7/12		
							MUSEUM 6/5 TONER, USB DRIVES	1,175.51	0.00
							MUSEUM 6/16 A# 2860820-6	75.88	
MUSEUM	Total 150	UTILITIES-MUSEUM	66612	CENTERPOINT ENERGY	1805	2860820...	CCF 17 5/8- 6/10	80.17	
							MUSEUM 6/12 A# 12-0865-00		
							WATER 5/10- 6/10		
NO DEPARTMENT	999	ACCRUED UNITED WAY	20525	UNITED WAY OF CALHOUN COUNTY	8019	PO0660...	CALCO 6/19 JUNE 2025 DONATIONS	10.00	
							CALCO 6/19 JUNE 2025 PREMIUMS	282.05	
NO DEPARTMENT	Total 999	DUE TO JP COLLECTIONS ATTORNEY	20770	MCCREARY VESELKA BRAGG ALLEN	5255	304526	JP1 6/11 COLLECTION FEES	2,766.05	
NO DEPARTMENT	Total 999							3,058.10	0.00

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ROAD AND BRIDGE-PRECINCT #1	540	GENERAL OFFICE SUPPLIES	53020	AQUA BEVERAGE CO	89	126855	RB1 6/16 WATER	84.00	
		MACHINERY PARTS/SUPPLIES	53210	FASTENAL COMPANY	2274	TXPOT2...	RB1 6/9 BOLTS- #0350	23.82	
			53210	TRI-WHOLESALE COMPANY, INC.	7637	9301123...	RB1 6/11 BATTERY- #0311	153.34	
		TIRES AND TUBES	53520	CARV'S TIRE & AUTOMOTIVE LLC	89820	32022	RB1 6/9 TIRE- #0333	240.16	
		JANITOR SUPPLIES	53640	GULF COAST HARDWARE LLC	63191	199977	RB1 6/10 SQUEEGEE, BROOM	51.98	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63191	199933	RB1 6/9 PLUMBING SUP	19.98	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4233495...	RB1 6/12 UNIFORMS	173.32	
		EQUIPMENT RENTAL	62510	AIRGAS USA, LLC	136	5517004...	RB1 5/31 MAY 2025 CYLINDER RENTAL	108.32	
			62510	GREAT AMERICA FINANCIAL	2751	39452852	RB1 6/16 COPIER LEASE, LATE FEE 6/9- 7/8	161.00	
			62510	HOLT CAT	3048	RMV11...	RB1 6/5 ROTARY MIXER RENTAL 5/19- 6/15	20,902.41	
		GARBAGE COLLECTION	62659	CYCLONE RESOURCES LLC	7052	1888	RB1 6/10 (1) DUMP- MEMORIAL DAY	350.00	
		MACHINERY/EQUIPMENT REPAIRS	63530	POWER ELECTRIC LLC	2927	1922	RB1 6/11 REPAIR WELDING MACHINE	198.00	
		UTILITIES	66600	CENTERPOINT ENERGY	1805	5118678...	RB1 6/16 A# 5118678-1 CCF 0 5/8- 6/10	58.56	
ROAD AND BRIDGE-PRECINCT #1	Total 540							22,524.89	0.00
ROAD AND BRIDGE-PRECINCT #2	550	MACHINERY PARTS/SUPPLIES	53210	FLEETPRIDE	2219	126411137	RB2 6/11 (4) MUD FLAPS- WATER TRUCK	12.79	
			53210	POWER HARDWARE LLC	62260	A119586	RB2 6/10 BRASS NIPPLES, COUPLING, ELBOW	25.63	
			53210	POWER HARDWARE LLC	62260	A119600	RB2 6/11 GALV CAP	3.19	
			53210	POWER HARDWARE LLC	62260	A119620	RB2 6/11 GALV NIPPLE, ELBOW	13.98	

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			53210	POWER HARDWARE LLC	62260	B77278	RB2 6/9 PVC BALL, BRASS INSERT, PVC NIPPLE, COMP UNION	14.35	
		JANITOR SUPPLIES	53640	GULF COAST PAPER CO INC	2619	2656247	RB2 6/10 55G LINERS	76.80	
		SUPPLIES-MISCELLANEOUS	53992	GULF COAST HARDWARE LLC	63192	199976	RB2 6/10 MISC HARDWARE	22.76	
			53992	GULF COAST HARDWARE LLC	63192	199995	RB2 6/10 CREDIT ON RETURNED HARDWARE		18.58
			53992	GULF COAST HARDWARE LLC	63192	200023	RB2 6/11 SUPPLY HOSES-FOG MACHINES	50.26	
			53992	GULF COAST HARDWARE LLC	63192	200052	RB2 6/12 PAINTING SUP FOR OFFICE	53.57	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4423317...	RB2 6/10 UNIFORMS	79.60	
		BUILDING REPAIRS	60520	POWER ELECTRIC LLC	2927	1921	RB2 6/11 REPL DRIVER IN FRONT DOOR LIGHT, PRESSURE WASHER WK	326.00	
		MISCELLANEOUS	63920	TEXAS DEPT. OF AGRICULTURE	7641	02113759	RB2 3/6 RENEW NONCOM POL LICENSE-J. FLORES	112.50	
		CAPITAL OUTLAY-PRECINCT #2	70850	COASTAL NAIL & TOOL LLC	9070	2506164...	RB2 6/11 LUMBER TO BULD NEW BATHROOM	584.68	
ROAD AND BRIDGE-PRECINCT #2	Total 550							1,376.11	18.58
ROAD AND BRIDGE-PRECINCT #3	560	MACHINERY PARTS/SUPPLIES	53210	TACOT INC	2876	33413	RB3 4/30 TRUCK HITCH-DUMP TRUCK	851.58	
		PIPE	53580	REGIONAL STEEL PRODUCTS INC	6803	1139771	RB3 5/27 GALV PIPE	177.34	
		TOOLS	53595	GULF COAST HARDWARE LLC	63193	199569	RB3 5/27 JIGSAW BIT SET	26.99	
			53595	GULF COAST HARDWARE LLC	63193	199849	RB3 6/5 TAPE MEASURE, SAW BLADE	68.98	
		INSECTICIDES/PESTICIDES	53630	GULF COAST HARDWARE LLC	63193	199799	RB3 6/4 MOSQUITO SPRAY	51.54	
			53630	ADAPCO LLC	8458	SI30100...	RB3 6/2 50G PERMA-SEASE	4,300.00	
		JANITOR SUPPLIES	53640	CINTAS CORPORATION LOC. 083	958	4233341...	RB3 6/11 FRESHENER	9.48	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ROAD AND BRIDGE-PRECINCT #3	Total 560	SUPPLIES-MISCELLANEOUS	53992	MOMENTUM RENTAL AND SALES	5523	1868051	RB3 3/26 RAGS	69.98	
			53992	GULF COAST HARDWARE LLC	63193	199827	RB3 6/5 CAUTION TAPE	27.98	
			53992	GULF COAST HARDWARE LLC	63193	199850	RB3 6/5 TAPE, WIRE, LINERS	28.94	
			53992	GULF COAST HARDWARE LLC	63193	199938	RB3 6/9 COUPLING	9.59	
			53992	GULF COAST HARDWARE LLC	63193	200016	RB3 6/11 COOLING HATS, TRASH GRABBERS	181.92	
			53992	TRL-WHOLESALE COMPANY, INC.	7637	9301123...	RB3 6/11 NUT	8.49	
		UNIFORMS	53995	CINTAS CORPORATION LOC. 083	958	4233341...	RB3 6/11 UNIFORMS	115.07	
		EQUIPMENT RENTAL	62510	ANDERSON MACHINERY CO., INC.	13	R501GP	RB3 6/4 MOTOR GRADE RENTAL 6/4- 7/1	5,508.67	
			62510	ANDERSON MACHINERY CO., INC.	13	R501H1	RB3 6/10 BOMAG RENTAL 6/10- 7/7	4,882.09	
			62510	GREAT AMERICA FINANCIAL	2751	39452853	RB3 6/16 COPIER LEASE	69.00	
ROAD AND BRIDGE-PRECINCT #4	570	GARBAGE COLL-OLIVIA	62672	WHITE TRASH SERVICES	1952	318545	RB3 6/20 JULY 2025 TRASH	210.77	
		MISCELLANEOUS	63920	NEXTRAQ LLC	55122	US1629...	RB3 6/1 JUNE 2025 VEHICLE TRACKING SVC	91.00	
		GENERAL OFFICE SUPPLIES	53020	QUILL LLC	6602	44492727	RB4 6/11 LABELS	27.96	
		MACHINERY PARTS/SUPPLIES	53210	AIRGAS USA, LLC	136	9161920...	RB4 6/10 WELDING SUP	260.59	
			53210	BOHLS BEARING & POWER	481	288844	RB4 6/12 SEAL- MOSQUITO UNIT	44.86	
			53210	TRL-WHOLESALE COMPANY, INC.	7637	9301123...	RB4 6/11 PLUG, AIR VACUUM PUMP, WIPER BLADES	60.49	
			53210	VICTORIA OLIVER COMPANY INC	8232	P26384	RB4 6/11 EXPANSION VALVE	180.62	
								16,689.41	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
			53210	VICTORIA OLIVER COMPANY INC	8232	P26475	RB4 6/16 A/C KIT RCVR, ASSY HOSE, BELT, PULLEY, DAMPER	1,124.59	
			53210	VICTORIA OLIVER COMPANY INC	8232	P26476	RB4 6/16 V-BELT	40.56	
		ROAD & BRIDGE SUPPLIES	53510	KC LEASE SERVICE INC	2893	81996	RB4 6/9 2204.72T 3/4" TO DUST LIMESTONE-SEA	80,825.04	
			53510	KC LEASE SERVICE INC	2893	81997	RB4 6/10 386.23T 3/4" TO DUST LIMESTONE-SEA	14,159.19	
		TOOLS	53595	POC HARDWARE & SUPPLY	6242	178733	RB4 5/1 PLIERS, DRILL BIT	25.48	
			53595	POC HARDWARE & SUPPLY	6242	180956	RB4 5/27 VISE GRIP, PRICK PUNCH, SCREW EXTRACTOR, BITS	56.65	
		SUPPLIES-MISCELLANEOUS	53992	POC HARDWARE & SUPPLY	6242	178396	RB4 5/8 BOLTS, PLUG TAP, BATTERY, BROOM, SCRAPER, CLAMPS	73.03	
			53992	POC HARDWARE & SUPPLY	6242	178733	RB4 5/1 PUMP SPRAYER, TOWELS, SHOVEL, GOO GONE	135.48	
			53992	POC HARDWARE & SUPPLY	6242	180911	RB4 5/21 PVC CEMENT, CLEANER, BLEACH, SIMPLE GREEN	51.05	
			53992	POC HARDWARE & SUPPLY	6242	180956	RB4 5/27 GLOVES, LED LIGHT, SHOVEL	99.23	
			53992	POC HARDWARE & SUPPLY	6242	180977	RB4 5/30 WATER BIBS, TEFLON TAPE	40.97	
			53992	POC HARDWARE & SUPPLY	6242	181088	RB4 5/21 BUSHINGS, PVC FITTINGS, PVC PIPE	51.96	
			53992	POC HARDWARE & SUPPLY	6242	181583	RB4 5/19 WASHER, NUTS, BOLTS	149.48	
			53992	CINTAS CORPORATION LOC. 083	958	4233340...	RB4 6/11 MAT, MOP	13.17	
		EQUIPMENT RENTAL	62510	ANDERSON MACHINERY CO., INC.	13	R501H6	RB4 6/11 ROLLER RENTAL 6/11-7/8	3,605.68	
		GARBAGE COLL-POC PARKS	62664	WHITE TRASH SERVICES	1952	313848	RB4 6/20 POC JULY 2025 TRASH	346.68	
		GARBAGE COLL-SEADRIFT	62676	WHITE TRASH SERVICES	1952	313847	RB4 6/20 SEA JULY 2025 TRASH	624.02	

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
1000 - GENERAL FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
ROAD AND BRIDGE-PRECINCT #4	Total 570	MACHINERY/EQUIPMENT REPAIRS	63530	WAGNER-CARROLL SERVICE CO INC	9009	36136	RB4 6/10 POC ICE MACHINE REPAIR, SEA ICE MACHINE SVC	931.28	
		OUTSIDE SERVICES	64400	DOUGLAS EVA LEE	3778	JUN25	RB4 6/12 JUNE 2025 SEA OFFICE CLEANING	300.00	
		UNIFORMS	66590	CINTAS CORPORATION LOC. 083	958	4233340...	RB4 6/11 UNIFORMS	115.34	
							103,343.40	0.00	
SHERIFF	760	GENERAL OFFICE SUPPLIES	53020	CINTAS CORPORATION LOC. 083	958	4233495...	SO 6/12 SCRAPER MATS	83.37	
		AUTOMOTIVE REPAIRS	60360	KNEUPPER CARROLL	3678	51236	SO 4/2 OIL CHG- OSC8	148.22	
			60360	KNEUPPER CARROLL	3678	51795	SO 4/28 OIL CHG- U21	118.94	
			60360	KNEUPPER CARROLL	3678	52813	SO 6/10 OIL CHG, WIPER BLADES- U45	186.20	
			60360	KNEUPPER CARROLL	3678	52878	SO 6/13 OIL CHG- U49	120.94	
		60360	KNEUPPER CARROLL	3678	52890	SO 6/13 OIL CHG- U20	118.94		
		60360	O REILLY AUTO PARTS	5803	0575431...	SO 5/23 FILTER, TRANSMISSION FLUID- U34	83.56		
		60360	O REILLY AUTO PARTS	5803	0575431...	SO 5/23 EVEN EXCHANGE OF TRANSMISSION FLUID- U34	0.00		
		60360	O REILLY AUTO PARTS	5803	0575431...	SO 5/23 PLUG- U34	11.08		
		60360	O REILLY AUTO PARTS	5803	0575431...	SO 5/23 IGNITION COIL- U34	29.80		
		60360	O REILLY AUTO PARTS	5803	0575431...	SO 5/23 OIL SWITCH- U34	35.14		
		60360	PORT LAVACA CHEVROLET	6250	161335	SO 6/10 DIAGNOSTIC- U3	195.00		
		60360	CROSSROADS TIRE SERVICE LLC	7059	4001450	SO 6/11 KILL SWITCH- U3	188.16		
SHERIFF	Total 760						1,319.35	0.00	
VETERANS SERVICES	790	GENERAL OFFICE SUPPLIES	53020	DUDLEY ALYSHA A	1491	301/2025	VSO 6/6 BUSINESS CARDS	89.00	
VETERANS SERVICES	Total 790						89.00	0.00	

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
 2610 - AIRPORT FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	TELEPHONE SERVICES	66192	FRONTIER COMMUNICATIONS	2855	3615520...	AIRPORT 6/13 A# 361-552-0903-021369-5 PHONE 6/13- 7/12	139.88	
NO DEPARTMENT	Total 999							139.88	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
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 MISCELLANEOUS	20533	TMPA	7723	P00620...	CALCO 6/19 JUNE 2025 PREMIUMS	4.11	
		SOFTWARE MAINTENANCE (ANNUAL)	65835	SOUTHERN SOFTWARE INC	8109	260405	OSG 6/3 MDIS, NCIC-MDIS SUPPORT RENEWAL FEE	4,298.00	
NO DEPARTMENT	Total 999							4,302.11	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
 2731 - LAW LIBRARY FUND

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	BOOKS-LAW	70500	THOMSON REUTERS - WEST	8612	8520115...	LAW LIBRARY 6/1 MAY 2025 WEST SUBSCRIPTION CHGS	1,330.30	
NO DEPARTMENT	Total 999							1,330.30	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
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	RENTAL DEPOSITS	20820	OILFIELD HELPING HANDS	6351	1043	POCCC 2/6 DEPOSIT REFUND	250.00	
		CLEANING-P.O.C. COMMUNITY CENTER	60870	RHYNE SERVICES LLC	14930	062025	POCCC 6/12 JUNE 2025 CLEANING	600.00	
		UTILITIES-POC COMMUNITY CENTER	66616	WHITE TRASH SERVICES	1952	315997	POCCC 6/20 JULY 2025 TRASH	346.68	
			66616	FRONTIER COMMUNICATIONS	2855	3619834...	POCCC 6/13 A# 361-983-4485-102899-5 PHONE 6/13-7/12	65.57	
NO DEPARTMENT	Total 999							1,262.25	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
 5111 - CAP PROJ.-CDBG-DR INFRASTRUCTURE

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEERING SERVICES	62454	G&W ENGINEERS, INC.	2601	5310011...	CAP PROJ 6/11 CHOC BAY PK 2/3- 6/1	3,900.00	
NO DEPARTMENT	Total 999							3,900.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
 5112 - CAP PROJ.-CDBG-MIT INFRASTRUCTURE

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	IMPROVEMENTS-DRAINAGE	73153	LESTER CONTRACTING, INC.	4623	2408607	CAP PROJ 5/31 CDBG-MIT INF- HERON SLOUGH PMNT #7	54,601.25	
NO DEPARTMENT	Total 999							54,601.25	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
 5149 - CPR1-OLIVIA HATERIUS PARK IMPROVEMENTS

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	SUPPLIES	53974	GULF COAST HARDWARE LLC	63193	199567	CMP-HAT PK IMPR 5/27 PAINT, PLYWOOD- ADA PARKING	224.95	
NO DEPARTMENT	Total 999							224.95	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
 5176 - CAPITAL PROJECT-KING FISHER PIER

Dept Title	Dept C...	GL Title	GL Code	Vendor Name	Ven... ID	Document Number	Transaction Description	Debit	Credit
NO DEPARTMENT	999	ENGINEERING SERVICES	62454	G&W ENGINEERS, INC.	2601	9045017...	CAP PROJ 6/5 KING FISHER PIER EXT 3/31-6/1	2,600.00	
NO DEPARTMENT	Total 999							2,600.00	0.00

CALHOUN COUNTY, TEXAS
 Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
 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 PORT AUTHORITY	1106	PO20251...	TAX A/C 6/20 MAY 2025 TAX COLLECS	34.18	
			20749	CALHOUN CO PORT AUTHORITY	1106	PO20251...	TAX A/C 6/20 MAY 2025 TAX COLLECS	8.11	
			20749	CALHOUN CO. WATER CONTROL	895	PO20251...	TAX A/C 6/20 MAY 2025 TAX COLLECS	47.82	
NO DEPARTMENT	Total 999							90.11	0.00

CALHOUN COUNTY, TEXAS
Posted General Ledger Transactions - APPROVAL LIST - COMM CRT - 06.25.25
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 MISCELLANEOUS	20533	TMPA	7723	PO0620...	CALCO 6/19 JUNE 2025 PREMIUMS	29.54	
		ELECTRONIC MONITORING	62380	SATELLITE TRACKING OF	6374	STPINV...	JUV PROB 5/31 MAY 2025 ELECTRONIC MONITORING SVCS	396.00	
		MEDICAL/DENTAL FEES	63776	VICTORIA REGIONAL JUVENILE	8249	532025	JUV PROB 6/2 MAY 2025 MEDICAL SVCS (1) JUV	485.08	
		PREVENTION & INTERVENTION - GRANT S	64839	YOUTH ADVOCATE PROGRAMS INC	9212	0520252...	JUV PROB 6/11 MAY 2025 SVCS	8,320.00	
		REGIONAL DIVERSION ALTERNATIVE	65410	TCSI LLC	2984	19958	JUV PROB 5/31 MAY 2025 RESIDENTIAL PLACEMENT (1) JUV	9,151.51	
			65410	TCSI LLC	2984	19959	JUV PROB 5/31 RESIDENTIAL PLACEMENT (1) JUV	9,151.51	
		RESIDENTIAL SERVICE	65530	JUDGE MARIO E RAMIREZ JR	7049	PO7401...	JUV PROB 5/6 MAY 2025 MEDICAL (2) JUV	27.00	
		RESIDENT SERV & DETENT-PRE&POST ADJUDICA	65543	JUDGE MARIO E RAMIREZ JR	7049	PO7401...	JUV PROB 5/6 MAY 2025 SECURE PLACEMENT (2) JUV	7,950.00	
			65543	VICTORIA REGIONAL JUVENILE	8249	532025	JUV PROB 6/2 MAY 2025 POST SPECIALIZED CARE SVCS(1) JUV	7,750.00	
NO DEPARTMENT	Total 999							43,260.64	0.00
Report Total								345,532.88	18.58

MEMORIAL MEDICAL CENTER

COMMISSIONERS COURT APPROVAL LIST FOR ---June 25, 2025

TOTALS TO BE APPROVED - TRANSFERRED FROM ATTACHED PAGES

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS	\$ 409,203.52
TOTAL TRANSFERS BETWEEN FUNDS	\$ 222,688.12
TOTAL NURSING HOME UPL EXPENSES	\$ 901,820.18
TOTAL INTER-GOVERNMENT TRANSFERS	\$
GRAND TOTAL DISBURSEMENTS APPROVED June 25, 2025	\$ 1,533,711.82

MEMORIAL MEDICAL CENTER
COMMISSIONERS COURT APPROVAL LIST FOR ---June 25, 2025

PAYABLES AND PAYROLL

6/19/2025 Weekly Payables	402,941.09
6/19/2025 Patient Refunds	3,044.15
6/23/2025 McKesson-340B Prescription Expense	31.53
6/23/2025 Amerisource Bergen-340B Prescription Expense	252.91
6/23/2025 Amerisource Bergen-340B Prescription Expense	363.54
Prosperity Electronic Bank Payments	
6/23/2025 Sales Tax - May 2025	408.12
6/23/2025 Expert Pay- Child Support	161.19
6/23/2025 Pay Plus-Patient Claims Processing Fee	1,715.17
6/23/2025 Credit Card Leasing Fee	285.82

TOTAL PAYABLES, PAYROLL AND ELECTRONIC BANK PAYMENTS \$ **409,203.52**

TRANSFER BETWEEN FUNDS FROM MMC TO NURSING HOMES

6/19/2025 MMC Operating to The Crescent-Correction of insurance payment deposited into MMC Operating In error	3,040.00
6/19/2025 MMC Operating to Golden Creek Healthcare-Correction of insurance payment deposited into MMC Operating In error	88,305.29
6/19/2025 MMC Operating to Tuscany Village-Correction of insurance payment deposited into MMC operating In error	115,774.35
6/19/2025 MMC Operating to Bethany/Lavaca Bay-Correction of insurance payment deposited into MMC Operating in error	15,568.48

TOTAL TRANSFERS BETWEEN FUNDS \$ **222,688.12**

NURSING HOME UPL EXPENSES

6/23/2025 Nursing Home UPL-Cantex Transfer	41,354.58
6/23/2025 Nursing Home UPL-Nexion Transfer	173,590.54
6/23/2025 Nursing Home UPL-HMG Transfer	763.72
6/23/2025 Nursing Home UPL-Tuscany Transfer	390,915.95
6/23/2025 Nursing Home UPL-HSL Transfer	295,195.39

TOTAL NURSING HOME UPL EXPENSES \$ **901,820.18**

TOTAL INTER-GOVERNMENT TRANSFERS

\$ -

GRAND TOTAL DISBURSEMENTS APPROVED June 25, 2025 \$ **1,533,711.82**

JUN 19 2025

06/19/2025
10:58

CALHOUN COUNTY, TEXAS

MEMORIAL MEDICAL CENTER

AP Open Invoice List

Due Dates Through: 07/10/2025

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Vendor#	Vendor Name	Class	Pay Code							
A1705	✓ ALIMED INC.	M								
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ RPSV004445793		06/03/202	05/21/202	06/05/202			237.84	0.00	0.00	237.84 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
A1705 ALIMED INC.							237.84	0.00	0.00	237.84
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
✓ 1TF3KYFW7FM4		06/11/202	06/04/202	07/04/202			767.47	0.00	0.00	767.47 ✓
✓ 1CCKPPJYG6RH		06/11/202	06/05/202	07/05/202			47.47	0.00	0.00	47.47 ✓
✓ 14N4FVYLRGJQ		06/11/202	06/06/202	07/06/202			2,749.75	0.00	0.00	2,749.75 ✓
✓ 1T1C6MPLRH61		06/11/202	06/06/202	07/06/202			13.42	0.00	0.00	13.42 ✓
✓ 1Y3F7GRHKD4J		06/17/202	04/08/202	05/08/202			250.26	0.00	0.00	250.26 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
14028 AMAZON CAPITAL SERVICES							3,828.37	0.00	0.00	3,828.37
Vendor#	Vendor Name	Class	Pay Code							
12800	✓ AUTHORITYRX, LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 7000100805		06/17/202	06/09/202	06/10/202			7,138.01	0.00	0.00	7,138.01 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
12800 AUTHORITYRX, LLC							7,138.01	0.00	0.00	7,138.01
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
✓ 84078931		06/16/202	06/02/202	06/27/202			3,071.40	0.00	0.00	3,071.40 ✓
✓ 84079394		06/16/202	06/02/202	06/27/202			631.20	0.00	0.00	631.20 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
B1150 BAXTER HEALTHCARE							3,702.60	0.00	0.00	3,702.60
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
✓ 112060538		06/11/202	06/04/202	06/29/202			13,882.57	0.00	0.00	13,882.57 ✓
✓ 112061968		06/11/202	06/04/202	06/29/202			425.34	0.00	0.00	425.34 ✓
✓ 112061574		06/11/202	06/04/202	06/29/202			601.01	0.00	0.00	601.01 ✓
✓ 112066854		06/11/202	06/09/202	07/04/202			1,203.21	0.00	0.00	1,203.21 ✓
✓ 5502920		06/17/202	05/25/202	06/19/202			1,337.05	0.00	0.00	1,337.05 ✓
✓ 112056842		06/17/202	06/03/202	06/28/202			2,536.35	0.00	0.00	2,536.35 ✓

✓ 112057538	06/17/202 06/03/202 06/28/202	3,543.56	0.00	0.00	3,543.56	✓
✓ 112066261	06/17/202 06/09/202 07/04/202	5,759.11	0.00	0.00	5,759.11	✓
✓ 112076471	06/17/202 06/13/202 07/08/202	5,016.58	0.00	0.00	5,016.58	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
B1220	BECKMAN COULTER INC	34,304.78	0.00	0.00	34,304.78

Vendor#	Vendor Name	Class	Pay Code

11072 ✓ BIO-RAD LABORATORIES, INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 908330975		06/17/202	06/13/202	06/13/202			1,379.57	0.00	0.00	1,379.57 ✓
✓ 908330976		06/17/202	06/13/202	06/17/202			2,189.57	0.00	0.00	2,189.57 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11072	BIO-RAD LABORATORIES, INC	3,569.14	0.00	0.00	3,569.14

Vendor#	Vendor Name	Class	Pay Code

C1992 ✓ CDW GOVERNMENT, INC.

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ AE1TU8Y		06/17/202	05/12/202	06/11/202			502.15	0.00	0.00	502.15

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
C1992	CDW GOVERNMENT, INC.	502.15	0.00	0.00	502.15

Vendor#	Vendor Name	Class	Pay Code

C1390 ✓ CENTRAL DRUG

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 0081		05/31/202	05/23/202	07/10/202			38.80	0.00	0.00	38.80

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
C1390	CENTRAL DRUG	38.80	0.00	0.00	38.80

Vendor#	Vendor Name	Class	Pay Code

12768 ✓ CHEMAQUA

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 9168952		06/17/202	03/10/202	04/09/202			593.69	0.00	0.00	593.69 ✓
/ 9188135		06/17/202	06/10/202	06/20/202			593.69	0.00	0.00	593.69 ✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12768	CHEMAQUA	1,187.38	0.00	0.00	1,187.38

Vendor#	Vendor Name	Class	Pay Code

10212 ✓ CLINICAL PATHOLOGY LABS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 17656053125		06/17/202	05/31/202	06/17/202			37,536.48	0.00	0.00	37,536.48

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10212	CLINICAL PATHOLOGY LABS	37,536.48	0.00	0.00	37,536.48

Vendor#	Vendor Name	Class	Pay Code

C1166 ✓ COASTAL OFFICE SOLUTIONS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ OEQT313561		06/16/202	04/29/202	05/09/202			1,872.72	0.00	0.00	1,872.72 ✓
✓ OEQT320231		06/17/202	06/13/202	06/23/202			209.94	0.00	0.00	209.94 ✓
✓ OEQT321231		06/17/202	06/13/202	06/23/202			537.22	0.00	0.00	537.22 ✓

Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		C1166	COASTAL OFFICE SOLUTIONS				2,619.88	0.00	0.00	2,619.88	
Vendor#	Vendor Name		Class	Pay Code							
13336	✓ COCA COLA SOUTHWEST BEVERAGES										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 47280796013A		06/19/202	06/04/202	07/04/202			1,267.20	0.00	0.00	1,267.20
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		13336	COCA COLA SOUTHWEST BEVERAGES				1,267.20	0.00	0.00	1,267.20	
Vendor#	Vendor Name		Class	Pay Code							
14080	✓ CORROHEALTH, INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 2020070		06/17/202	05/31/202	06/30/202			2,303.95	0.00	0.00	2,303.95
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		14080	CORROHEALTH, INC.				2,303.95	0.00	0.00	2,303.95	
Vendor#	Vendor Name		Class	Pay Code							
13932	✓ COVIDIEN SALES LLC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 5875167330		06/17/202	06/02/202	06/17/202			3,031.00	0.00	0.00	3,031.00
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		13932	COVIDIEN SALES LLC				3,031.00	0.00	0.00	3,031.00	
Vendor#	Vendor Name		Class	Pay Code							
14400	✓ CULINARY CONCESSIONS LLC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ INV310430		06/18/202	05/31/202	06/30/202			38,170.91	0.00	0.00	38,170.91
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		14400	CULINARY CONCESSIONS LLC				38,170.91	0.00	0.00	38,170.91	
Vendor#	Vendor Name		Class	Pay Code							
12044	- CULLIGAN ULTRAPURE INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	05312025		06/17/202	05/31/202	06/22/202			561.65	0.00	0.00	561.65
Inv. is for more - removed											
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		12044	CULLIGAN ULTRAPURE INC.				561.65	0.00	0.00	561.65	
Vendor#	Vendor Name		Class	Pay Code							
10006	✓ CUSTOM ASSEMBLIES, INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ INV18347		06/11/202	06/03/202	06/11/202			401.30	0.00	0.00	401.30
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		10006	CUSTOM ASSEMBLIES, INC				401.30	0.00	0.00	401.30	
Vendor#	Vendor Name		Class	Pay Code							
D1200	✓ DETAR HOSPITAL		W								
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ DTR2505016		06/16/202	06/02/202	06/18/202			418.14	0.00	0.00	418.14
Vendor Totals:		Number	Name				Gross	Discount	No-Pay	Net	
		D1200	DE TAR HOSPITAL				418.14	0.00	0.00	418.14	
Vendor#	Vendor Name		Class	Pay Code							
10368	✓ DEWITT POTH & SON										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
	✓ 7947052		06/17/202	06/03/202	06/28/202			139.35	0.00	0.00	139.35

✓ 7965010	06/17/202 06/06/202 07/01/202	420.99	0.00	0.00	420.99	✓

✓ 7965340	06/17/202 06/06/202 07/01/202	450.21	0.00	0.00	450.21	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10368	DEWITT POTH & SON	1,010.55	0.00	0.00	1,010.55

Vendor#	Vendor Name	Class	Pay Code

14800	✓ DIRECTV ENTERTAINMENT HOLDINGS		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 250612		06/18/202	06/18/202	07/01/202			488.80	0.00	0.00	488.80

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	14800	DIRECTV ENTERTAINMENT HOLDINGS	488.80	0.00	0.00	488.80

Vendor#	Vendor Name	Class	Pay Code

10789	✓ DISCOVERY MEDICAL NETWORK INC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ MMC051525		06/18/202	05/15/202	05/16/202			-37,564.37	0.00	0.00	-37,564.37

✓ MMC061525		06/18/202	06/15/202	06/16/202			71,764.32	0.00	0.00	71,764.32

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Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10789	DISCOVERY MEDICAL NETWORK INC	34,199.95	0.00	0.00	34,199.95

Vendor#	Vendor Name	Class	Pay Code

10175	✓ DSHS CENTRAL LAB MC2004		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 040125		06/19/202	04/01/202	04/26/202			1,715.75	0.00	0.00	1,715.75

✓ 010125		06/18/202	06/03/202	06/28/202			1,715.75	0.00	0.00	1,715.75

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10175	DSHS CENTRAL LAB MC2004	3,431.50	0.00	0.00	3,431.50

Vendor#	Vendor Name	Class	Pay Code

15240	✓ ECLINICAL WORKS LLC		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 0003245492		05/30/202	06/02/202	07/05/202			463.10	0.00	0.00	463.10

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	15240	ECLINICAL WORKS LLC	463.10	0.00	0.00	463.10

Vendor#	Vendor Name	Class	Pay Code

11284	✓ EMERGENCY STAFFING SOLUTIONS		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 44367		06/18/202	06/15/202	06/25/202			39,522.42	0.00	0.00	39,522.42

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	11284	EMERGENCY STAFFING SOLUTIONS	39,522.42	0.00	0.00	39,522.42

1-15th

Vendor#	Vendor Name	Class	Pay Code

F1050	✓ FASTENAL COMPANY		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ TXPOT276655		06/18/202	06/02/202	07/02/202			22.35	0.00	0.00	22.35

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	F1050	FASTENAL COMPANY	22.35	0.00	0.00	22.35

Vendor#	Vendor Name	Class	Pay Code

F1100	✓ FEDERAL EXPRESS CORP.		

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net

✓	886281064	06/17/202 05/15/202 06/09/202	59.80	0.00	0.00	59.80	✓
✓	886998217	06/17/202 05/22/202 06/16/202	45.96	0.00	0.00	45.96	✓
✓	887728442	06/17/202 05/29/202 06/23/202	80.20	0.00	0.00	80.20	✓
✓	888350298	06/17/202 06/05/202 06/30/202	118.64	0.00	0.00	118.64	✓
✓	889099833	06/17/202 06/12/202 07/07/202	24.05	0.00	0.00	24.05	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	F1100	FEDERAL EXPRESS CORP.	328.65	0.00	0.00	328.65

Vendor#	Vendor Name	Class	Pay Code

13016 ✓ FIRST INSURANCE FUNDING

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 061325		06/18/202	06/13/202	07/01/202			3,891.02	0.00	0.00	3,891.02

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	13016	FIRST INSURANCE FUNDING	3,891.02	0.00	0.00	3,891.02

Vendor#	Vendor Name	Class	Pay Code

17276 ✓ FIRST UNITED METHODIST CHURCH

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 080125		06/18/202	06/18/202	06/18/202			1,450.00	0.00	0.00	1,450.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	17276	FIRST UNITED METHODIST CHURCH	1,450.00	0.00	0.00	1,450.00

Vendor#	Vendor Name	Class	Pay Code

F1400 ✓ FISHER HEALTHCARE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 1234295		06/04/202	05/27/202	06/21/202			218.51	0.00	0.00	218.51

✓ 1522216		06/11/202	06/09/202	07/04/202			296.05	0.00	0.00	296.05

✓ 1555680		06/16/202	06/10/202	07/05/202			505.85	0.00	0.00	505.85

✓ 1589323		06/16/202	06/11/202	07/06/202			90.52	0.00	0.00	90.52

✓ 1589322		06/16/202	06/11/202	07/06/202			256.36	0.00	0.00	256.36

✓ 1622251		06/16/202	06/12/202	07/07/202			115.94	0.00	0.00	115.94

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	F1400	FISHER HEALTHCARE	1,483.23	0.00	0.00	1,483.23

Vendor#	Vendor Name	Class	Pay Code

H0031 ✓ HEB CREDIT RECEIVABLES DEPT308

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 052925		06/18/202	06/29/202	08/18/202			578.40	0.00	0.00	578.40

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	H0031	HEB CREDIT RECEIVABLES DEPT308	578.40	0.00	0.00	578.40

Vendor#	Vendor Name	Class	Pay Code

D1710 ✓ KEEP-U-NEAT CLEANERS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 061825		06/18/202	06/18/202	06/28/202			1,753.00	0.00	0.00	1,753.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net

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	D1710	KEEP-U-NEAT CLEANERS						1,753.00	0.00	0.00	1,753.00
Vendor#	Vendor Name				Class	Pay Code					
10972	✓ M G TRUST										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	063025		06/18/202	05/30/202	06/18/202			895.00	0.00	0.00	895.00 ✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	10972 M G TRUST							895.00	0.00	0.00	895.00
Vendor#	Vendor Name				Class	Pay Code					
15200	✓ MANAGED CARE PARTNERS INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	6756		06/19/202	07/01/202	07/01/202			515.00	0.00	0.00	515.00 ✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	15200 MANAGED CARE PARTNERS INC.							515.00	0.00	0.00	515.00
Vendor#	Vendor Name				Class	Pay Code					
M2178	✓ MCKESSON MEDICAL SURGICAL INC										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	23881233		06/11/202	06/11/202	06/26/202			1,977.66	0.00	0.00	1,977.66 ✓
✓	23894070		06/11/202	06/11/202	06/26/202			429.82	0.00	0.00	429.82 ✓
✓	23890965		06/17/202	06/10/202	06/25/202			772.90	0.00	0.00	772.90 ✓
✓	23918386		06/18/202	06/17/202	07/02/202			428.55	0.00	0.00	428.55 ✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	M2178 MCKESSON MEDICAL SURGICAL INC							3,608.93	0.00	0.00	3,608.93
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
✓	2125899		06/17/202	06/09/202	06/09/202			1,590.00	0.00	0.00	1,590.00 ✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	11612 MEDICAL AIR SERVICES ASSOC.							1,590.00	0.00	0.00	1,590.00
Vendor#	Vendor Name				Class	Pay Code					
11141	✓ MEDICAL DATA SYSTEMS, INC.										
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓	203340		06/17/202	05/31/202	06/25/202			475.38	0.00	0.00	475.38 ✓
✓	203341		06/17/202	05/31/202	06/25/202			1,363.85	0.00	0.00	1,363.85 ✓
	Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	11141 MEDICAL DATA SYSTEMS, INC.							1,839.23	0.00	0.00	1,839.23
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
✓	2374245002		06/11/202	06/09/202	07/04/202			462.01	0.00	0.00	462.01 ✓
✓	2374545891		06/11/202	06/11/202	07/06/202			153.26	0.00	0.00	153.26 ✓
✓	2374546700		06/11/202	06/11/202	07/06/202			5,657.54	0.00	0.00	5,657.54 ✓
✓	2374545889		06/11/202	06/11/202	07/06/202			4.16	0.00	0.00	4.16 ✓
✓	2374545895		06/11/202	06/11/202	07/06/202			1,237.93	0.00	0.00	1,237.93 ✓

✓	2374649828	06/11/202 06/12/202 07/07/202	19.27	0.00	0.00	19.27	✓
✓	2374898313	06/11/202 06/13/202 07/08/202	19.08	0.00	0.00	19.08	✓
✓	2373569436	06/16/202 06/04/202 06/29/202	32.10	0.00	0.00	32.10	✓
✓	2373569435	06/16/202 06/04/202 06/29/202	630.98	0.00	0.00	630.98	✓
✓	2373569451	06/16/202 06/04/202 06/29/202	49.04	0.00	0.00	49.04	✓
✓	2373569449	06/16/202 06/04/202 06/29/202	4.34	0.00	0.00	4.34	✓
✓	2373569444	06/16/202 06/04/202 06/29/202	1,305.43	0.00	0.00	1,305.43	✓
✓	2373569441	06/16/202 06/04/202 06/29/202	62.70	0.00	0.00	62.70	✓
✓	2373569445	06/16/202 06/04/202 06/29/202	3,513.08	0.00	0.00	3,513.08	✓
✓	2373569437	06/16/202 06/04/202 06/29/202	7.25	0.00	0.00	7.25	✓
✓	2373569442	06/16/202 06/04/202 06/29/202	47.58	0.00	0.00	47.58	✓
✓	2373569446	06/16/202 06/04/202 06/29/202	12.44	0.00	0.00	12.44	✓
✓	2373569438	06/16/202 06/04/202 06/29/202	57.00	0.00	0.00	57.00	✓
✓	2373569452	06/16/202 06/04/202 06/29/202	47.58	0.00	0.00	47.58	✓
✓	2373569439	06/16/202 06/04/202 06/29/202	57.00	0.00	0.00	57.00	✓
✓	2374545886	06/16/202 06/11/202 07/06/202	191.11	0.00	0.00	191.11	✓
✓	2374545884	06/16/202 06/11/202 07/06/202	151.19	0.00	0.00	151.19	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	M2470	MEDLINE INDUSTRIES INC	13,722.07	0.00	0.00	13,722.07

Vendor#	Vendor Name	Class	Pay Code							
10963	✓ MEMORIAL MEDICAL CLINIC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 053025		06/18/202	05/30/202	06/12/202			25.00	0.00	0.00	25.00

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10963	MEMORIAL MEDICAL CLINIC	25.00	0.00	0.00	25.00

Vendor#	Vendor Name	Class	Pay Code							
10536	✓ MORRIS & DICKSON CO, LLC									
Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 0053877		06/17/202	06/12/202	06/22/202			1,692.21	0.00	0.00	1,692.21
✓ 3517015		06/17/202	06/16/202	06/26/202			87.88	0.00	0.00	87.88
✓ 0054135		06/17/202	06/16/202	06/26/202			1,692.21	0.00	0.00	1,692.21
✓ 3514987		06/17/202	06/16/202	06/26/202			256.40	0.00	0.00	256.40
✓ 3517014		06/17/202	06/16/202	06/26/202			36.13	0.00	0.00	36.13

✓	3410582	06/18/202 05/19/202 05/29/202	33.78	0.00	0.00	33.78	✓
✓	3501010	06/18/202 06/11/202 06/21/202	139.57	0.00	0.00	139.57	✓
✓	3505407	06/18/202 06/11/202 06/21/202	77.01	0.00	0.00	77.01	✓
✓	3500165	06/18/202 06/11/202 06/21/202	8,879.74	0.00	0.00	8,879.74	✓
✓	3505408	06/18/202 06/11/202 06/21/202	3,989.75	0.00	0.00	3,989.75	✓
✓	3501310	06/18/202 06/11/202 06/21/202	80.14	0.00	0.00	80.14	✓
✓	3501311	06/18/202 06/11/202 06/21/202	207.20	0.00	0.00	207.20	✓
✓	3501011	06/18/202 06/11/202 06/21/202	913.78	0.00	0.00	913.78	✓
✓	3505409	06/18/202 06/12/202 06/22/202	804.07	0.00	0.00	804.07	✓
✓	3510673	06/18/202 06/15/202 06/25/202	40.67	0.00	0.00	40.67	✓
✓	3511962	06/18/202 06/15/202 06/25/202	522.84	0.00	0.00	522.84	✓
✓	3511963	06/18/202 06/15/202 06/25/202	212.49	0.00	0.00	212.49	✓
✓	3511964	06/18/202 06/15/202 06/25/202	817.99	0.00	0.00	817.99	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10536	MORRIS & DICKSON CO, LLC	20,483.86	0.00	0.00	20,483.86

Vendor#	Vendor Name	Class	Pay Code

13548 ✓ NACOGDOCHES TRANSCRIPTION

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
/ 8759		06/17/202	06/10/202	06/20/202			67.03	0.00	0.00	67.03 ✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	13548	NACOGDOCHES TRANSCRIPTION	67.03	0.00	0.00	67.03

Vendor#	Vendor Name	Class	Pay Code

10188 ✓ NATUS SENSORY

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 610005705		06/17/202	05/08/202	06/02/202			794.75	0.00	0.00	794.75 ✓

✓ 610009899		06/17/202	06/05/202	07/05/202			488.52	0.00	0.00	488.52	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	10188	NATUS SENSORY	1,283.27	0.00	0.00	1,283.27

Vendor#	Vendor Name	Class	Pay Code

12096 ✓ NEOGENOMICS LABORATORIES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 8844836		06/18/202	04/30/202	06/18/202			2,482.00	0.00	0.00	2,482.00 ✓

✓ 8982228		06/18/202	05/31/202	06/18/202			250.00	0.00	0.00	250.00	✓

Vendor Totals:	Number	Name	Gross	Discount	No-Pay	Net
	12096	NEOGENOMICS LABORATORIES	2,732.00	0.00	0.00	2,732.00

Vendor#	Vendor Name	Class	Pay Code

10372 ✓ PRECISION DYNAMICS CORP (PDC)

✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
9359154701		06/17/202	05/31/202	06/30/202			33.30	0.00	0.00	33.30	
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	10372	PRECISION DYNAMICS CORP (PDC)					33.30	0.00	0.00	33.30	
Vendor#	Vendor Name		Class		Pay Code						
11251	✓ RAPID PRINTING LLC										
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
299912		06/18/202	06/16/202	07/01/202			20.30	0.00	0.00	20.30	
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	11251	RAPID PRINTING LLC					20.30	0.00	0.00	20.30	
Vendor#	Vendor Name		Class		Pay Code						
17868	✓ RUDOLPHO VASQUEZ										
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
061625		06/18/202	06/16/202	06/18/202			15.40	0.00	0.00	15.40	
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	17868	RUDOLPHO VASQUEZ					15.40	0.00	0.00	15.40	
Vendor#	Vendor Name		Class		Pay Code						
S1800	✓ SHERWIN WILLIAMS		W								
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
053125		06/18/202	05/31/202	06/15/202			1,624.48	0.00	0.00	1,624.48	
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	S1800	SHERWIN WILLIAMS					1,624.48	0.00	0.00	1,624.48	
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	✓
56382500053595		06/18/202	05/30/202	06/19/202			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						
11296	✓ SOUTH TEXAS BLOOD & TISSUE CEN										
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	✓
107051084		06/17/202	06/15/202	07/10/202			7,190.00	0.00	0.00	7,190.00	
✓ CM15162		06/17/202	06/15/202	07/10/202			-4,795.00	0.00	0.00	-4,795.00	
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	11296	SOUTH TEXAS BLOOD & TISSUE CEN					2,395.00	0.00	0.00	2,395.00	
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	✓
665856		06/18/202	03/18/202	06/18/202			625.00	0.00	0.00	625.00	
MARCH INVOICE											
✓ 665711		06/18/202	04/12/202	06/18/202			625.00	0.00	0.00	625.00	
APRIL INVOICE											
✓ 265893		06/18/202	05/08/202	06/18/202			625.00	0.00	0.00	625.00	
MAY INVOICE											
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net	
	S2694	STANFORD VACUUM SERVICE					1,875.00	0.00	0.00	1,875.00	
Vendor#	Vendor Name		Class		Pay Code						
10735	✓ STRYKER SALES, LLC										
✓ Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	

✓ 9209449117	06/11/202 06/05/202 07/05/202	475.68	0.00	0.00	475.68	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10735	STRYKER SALES, LLC	475.68	0.00	0.00	475.68

Vendor#	Vendor Name	Class	Pay Code

17248 ✓ SUMMIT PAIN AND WELLNESS

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓ 1212		06/01/202	06/06/202	07/06/202			2,800.00	0.00	0.00	2,800.00	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
17248	SUMMIT PAIN AND WELLNESS	2,800.00	0.00	0.00	2,800.00

Vendor#	Vendor Name	Class	Pay Code

12704 ✓ TEXAS BURNER & BOILER SERVICES

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓ 253945		06/18/202	06/06/200	06/19/202			1,377.50	0.00	0.00	1,377.50	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
12704	TEXAS BURNER & BOILER SERVICES	1,377.50	0.00	0.00	1,377.50

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	
✓ 0025463		06/18/202	05/22/199	05/23/199			6,528.75	0.00	0.00	6,528.75	✓

✓ 0025435		06/18/202	05/21/202	05/22/202			6,650.00	0.00	0.00	6,650.00	✓

✓ 0025532		06/18/202	06/12/202	06/13/202			6,667.50	0.00	0.00	6,667.50	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10758	TEXAS SELECT STAFFING, LLC	19,846.25	0.00	0.00	19,846.25

Vendor#	Vendor Name	Class	Pay Code

10985 ✓ THE COMPLIANCE TEAM, INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓ 00049097		06/18/202	06/16/202	06/16/202			3,487.50	0.00	0.00	3,487.50	✓

Accreditation Contract 3rd Installment

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
10985	THE COMPLIANCE TEAM, INC	3,487.50	0.00	0.00	3,487.50

Vendor#	Vendor Name	Class	Pay Code

11908 ✓ TMS SOUTH

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓ INV163071		06/11/202	06/06/202	07/06/202			276.90	0.00	0.00	276.90	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
11908	TMS SOUTH	276.90	0.00	0.00	276.90

Vendor#	Vendor Name	Class	Pay Code

13616 ✓ TRIOSE, INC

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net	
✓ TRI230856		06/17/202	05/13/202	05/28/202			154.81	0.00	0.00	154.81	✓

✓ TRI232261		06/17/202	05/28/202	06/12/202			84.96	0.00	0.00	84.96	✓

✓ TRI232891		06/17/202	06/03/202	06/18/202			308.91	0.00	0.00	308.91	✓

✓ TRI233549		06/17/202	06/10/202	06/25/202			114.84	0.00	0.00	114.84	✓

Vendor Totals: Number	Name	Gross	Discount	No-Pay	Net
13616	TRIOSE, INC	663.52	0.00	0.00	663.52

[illegible]

	12400	UPDOX LLC					1,019.79	0.00	0.00	1,019.79
Vendor#	Vendor Name		Class		Pay Code					
17832	✓ VOCA LLC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 39511		06/18/202	06/06/202	07/06/202		3,000.00	0.00	0.00	3,000.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	17832	VOCA LLC					3,000.00	0.00	0.00	3,000.00
Vendor#	Vendor Name		Class		Pay Code					
11110	✓ WERFEN USA LLC									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ 9111881790		06/17/202	06/13/202	07/08/202		1,571.66	0.00	0.00	1,571.66 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	11110	WERFEN USA LLC					1,571.66	0.00	0.00	1,571.66
Vendor#	Vendor Name		Class		Pay Code					
10556	✓ WOUND CARE SPECIALISTS									
	Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt Pay	Gross	Discount	No-Pay	Net
	✓ WCS00007356		06/18/202	06/10/202	07/09/202		10,300.00	0.00	0.00	10,300.00 ✓
Vendor Totals: Number Name							Gross	Discount	No-Pay	Net
	10556	WOUND CARE SPECIALISTS					10,300.00	0.00	0.00	10,300.00

Report Summary

Grand Totals:	Gross	Discount	No-Pay	Net
APPROVED ON	403,502.74	0.00	0.00	<u>403,502.74</u>

JUN 19 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

403,502.74 +
561.65 -
402,941.09 ♦

Pg 3. Inv. is higher - removed

RECEIVED BY THE
COUNTY AUDITOR ON

RUN DATE: 06/19/25
TIME: 09:52

JUN 19 2025

MEMORIAL MEDICAL CENTER
EDIT LIST FOR PATIENT REFUNDS ARID=0001

PAGE 1
APCDEDIT

CALHOUN COUNTY, TEXAS

PATIENT NUMBER	PAYEE NAME	DATE	AMOUNT	PAY CODE	PAT TYPE	DESCRIPTION	GL NUM
✓ 1445816 01		021925	50.00	✓	3	REFUND	
		77979					
✓ 1595971 01		060525	275.00	✓	3	REFUND	
		779830632					
✓ 1607127 01		061925	25.00	✓	2	REFUND	
		77982					
✓ 1612989 01		061925	446.35	✓	2	REFUND	
		77979					
✓ 1625458 01		061925	125.13	✓	2	REFUND	
		77979					
✓ 1627572 01		060525	100.00	✓	3	REFUND	
		77979					
✓ 1627596 01		060525	161.95	✓	2	REFUND	
		77979					
✓ 1627976 01		061925	205.16	✓	3	REFUND	
		77979					
✓ 1627985 01		060525	209.00	✓	3	REFUND	
		77979					
✓ 1628922 01		060525	76.24	✓	2	REFUND	
		77979					
✓ 1629820 01		060525	141.01	✓	2	REFUND	
		77979					
✓ 1629829 01		061925	53.80	✓	2	PT REF	
		79120					
✓ 1630109 01		060525	350.10	✓	2	REFUND	
		77979					
✓ 1631754 01		✓ 061925	94.80	✓	2	PT NAM	
		79120					
✓ 1634415 01		061925	219.30	✓	2	PT NAM	
		840951335					
✓ 1640663 01		061925	518.31	✓	2	PT REF	
		311952366					

ARID=0001 TOTAL

3044.15

APPROVED ON

TOTAL

JUN 19 2025

3044.15

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: 06/20/2025

Page: 002

DC: 8115
Customer INV SupplID:
Territory:

Customer: 632536
Date: 06/21/2025

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 06/20/2025 Page: 002
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 632536 PLEASE CHECK ANY
Date: 06/21/2025 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: 32.18 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 2,451.97
08/07/2017

If Paid By 06/24/2025,
Pay This Amount:

31.53 USD

If Paid After 06/24/2025,
Pay this Amount:

32.18 USD

Due If Paid On Time:
USD 31.53

Disc lost if paid late:
0.65

Due If Paid Late:
USD 32.18

0.01 +
28.82 +
2.70 +
31.53 *

APPROVED ON

JUN 23 2025

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

<>
For AR Inquiries please contact 800-867-0333

McKESSON

Company: 8000

HEB PHCY 0434/MEM MED PHS
MEMORIAL MEDICAL CENTER
VICKY KALISEK
815 N VIRGINIA ST
PORT LAVACA TX 77979

STATEMENT

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

As of: 06/20/2025

Page: 001

OC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 190813
Date: 06/21/2025

To ensure proper credit to your
account, detach and return this
stub with your remittance

As of: 06/20/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 190813 PLEASE CHECK ANY
Date: 06/21/2025 ITEMS NOT PAID (✓)

Billing Date	Due Date	Receivable Number	National Account Number	632536 Order Reference	Description	Cash Discount	Amount (gross)	P F	Amount (net)	P F	Receivable Number	
Customer Number 190813 HEB PHCY 0434/MEM MED PHS												
06/20/2025	06/24/2025	7575150789		4582281	115Invoice		0.01		0.01	✓	7575150789	

PF column legend: P = Past Due Item, F = Future Due Item, blank = Current Due Item

TOTAL: Customer Number 190813 HEB PHCY 0434/MEM MED PHS

Subtotals:

0.01 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 1,528.02
02/24/2025

If Paid By 06/24/2025,
Pay This Amount:

0.01 USD

If Paid After 06/24/2025,
Pay this Amount:

0.01 USD

Due If Paid On Time:
USD 0.01
Disc lost if paid late: 0.00
Due If Paid Late:
USD 0.01

APPROVED ON

JUN 23 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 06/20/2025

Page: 001

To ensure proper credit to your account, detach and return this stub with your remittance

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: 06/21/2025

As of: 06/20/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 820405 PLEASE CHECK ANY
Date: 06/21/2025 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											
06/16/2025	06/24/2025	7574061684	B2506-055-205822	115Invoice	0.07	3.57		3.50	✓	7574061684	
06/19/2025	06/24/2025	7574846061	B2506-055-206522	115Invoice	0.52	25.84		25.32	✓	7574846061	

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

Subtotal: 29.41 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 06/16/2025 7.15

If Paid By 06/24/2025,
Pay This Amount:

28.82 USD

If Paid After 06/24/2025,
Pay this Amount:

29.41 USD

Due If Paid On Time:

USD 28.82

Disc lost if paid late:

0.58

Due If Paid Late:

USD 29.41

APPROVED ON

JUN 23 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333

McKESSON

STATEMENT

As of: 06/20/2025

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 77979

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

DC: 8115
Customer INV SupplD:
Territory: 7001

Customer: 835437
Date: 06/21/2025

As of: 06/20/2025 Page: 001
Mail to: Comp: 8000

AMT DUE REMITTED VIA ACH DEBIT
Statement for information only

Cust: 835437 PLEASE CHECK ANY
Date: 06/21/2025 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 835437 CVS PHCY 7416/MEM MC PHS											
06/18/2025	06/24/2025	7574775196	4179512	115Invoice	0.06	2.76		2.70	✓	7574775196	

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: 2.76 USD

Future Due: 0.00

Past Due: 0.00

Last Payment 06/16/2025 7.15

If Paid By 06/24/2025,
Pay This Amount:

2.70 USD

If Paid After 06/24/2025,
Pay this Amount:

2.76 USD

Due If Paid On Time: 2.70
USD
Disc lost if paid late: 0.06
Due If Paid Late: 2.76
USD

APPROVED ON

JUN 23 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

For AR Inquiries please contact 800-867-0333



STATEMENT

Statement Number: 69969280
Date: 06-20-2025

1 of 1

Served By: AMERISOURCEBERGEN DRUG CORP 12727 W. AIRPORT BLVD. SUGAR LAND TX 77478-6101 DEA: RA0289276 866-451-9655	Customer: WALGREENS #12494 340B MEMORIAL MEDICAL CENTER 1302 N VIRGINIA ST PORT LAVACA TX 77978-2509	Customer Number 100135284 / 037028186
		Terms Sat - Fri Due in 7 days
		Summary Not Yet Due: 0.00 Current: 252.91 Past Due: 0.00 Total Due: 252.91 Account Balance: 252.91
Remit To: AMERISOURCEBERGEN PO Box 905223 CHARLOTTE NC 28290-5223		

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
06-16-2025	06-27-2025	3218020488	7009893971	Invoice	32.42		0.00	✓ 32.42
06-16-2025	06-27-2025	3218020489	7009903592	Invoice	6.09		0.00	✓ 6.09
06-17-2025	06-27-2025	3218164654	7009906988	Invoice	0.91		0.00	✓ 0.91
06-18-2025	06-27-2025	3218298184	7009916286	Invoice	3.46		0.00	✓ 3.46
06-18-2025	06-27-2025	3218298185	7009918468	Invoice	46.47		0.00	✓ 46.47
06-18-2025	06-27-2025	3218298186	7009915553	Invoice	9.29		0.00	✓ 9.29
06-19-2025	06-27-2025	3218422677	7009923259	Invoice	55.98		0.00	✓ 55.98
06-20-2025	06-27-2025	3218549328	7009932533	Invoice	63.73		0.00	✓ 63.73
06-20-2025	06-27-2025	3218549329	7009932095	Invoice	34.56		0.00	✓ 34.56

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
252.91	0.00	0.00	0.00	0.00	0.00	0.00

Thank You for Your Payment

Date	Amount
06-20-2025	(325.66)

APPROVED ON

JUN 23 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Reminders

Due Date	Amount
06-27-2025	252.91
Total Due:	252.91



STATEMENT

Statement Number: 89985733
Date: 06-20-2025

1 of 1

Serviced By:
AMERISOURCEBERGEN DRUG CORP
501 PATRIOT PARKWAY
ROANOKE TX 76262-6336DEA: RA0316958
866-451-9655**Customer:**
WALGREENS CENTRAL FILL #21373 3408
MEMORIAL MEDICAL CENTER
4100 DALE EARNHARDT WAY 200
NORTHLAKE TX 76262-2389**Remit 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:	363.54
Past Due:	0.00
Total Due:	363.54
Account Balance:	363.54

Account Activity

Document Date	Due Date	Reference Number	Purchase Order Number	Document Type	Original Amount	Last Receipt	Amount Received	Balance
06-16-2025	06-27-2025	3218004439	7009694322	Invoice	26.25		0.00	✓ 26.25
06-16-2025	06-27-2025	3218004921	7009903221	Invoice	331.65		0.00	✓ 331.65
06-17-2025	06-27-2025	3218209101	7009915829	Invoice	5.64		0.00	✓ 5.64

Current	1-15 Days	16-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
363.54	0.00	0.00	0.00	0.00	0.00	0.00

APPROVED ON

JUN 23 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS**Reminders**

Due Date	Amount
06-27-2025	363.54
Total Due:	363.54

**MEMORIAL MEDICAL CENTER
PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- June 16, 2025 - June 22, 2025**

Date	Bank Description
6/20/2025	WEBFILE TAX PYMT DD 902/79492503 21000029363
6/20/2025	PAY PLUS ACHTrans 73626427 101000691198054 P
6/20/2025	EXPERTPAY EXPERTPAY 746003411 91000011340178
6/20/2025	AMERISOURCE BERG PAYMENTS 0100007768 21000002
6/20/2025	MEMORIAL MEDICAL PAYROLL 746003411 113122650
6/18/2025	PAY PLUS ACHTrans 73500491 101000699754334 P
6/17/2025	PAY PLUS ACHTrans 73261445 101000698180791 P
6/17/2025	MCKESSON DRUG AUTO ACH ACH06567206 910000121
6/16/2025	PAY PLUS ACHTrans 73088308 101000696762806 P
6/16/2025	TEXAS COUNTY DHS RECEIVABLE 0419 21000025214
6/16/2025	HPHG LLC MEMOR PREM MemMedCtr PtLav 11312265
6/16/2025	FDMS FDMS PYMT 052-1743547-000 4100012160316
6/16/2025	FDMS FDMS PYMT 052-1737276-000 4100012159972
6/16/2025	FDMS FDMS PYMT 052-1743548-000 4100012161190
6/16/2025	FDMS FDMS PYMT 052-2100911-000 4100012161805

MMC Notes
- Sales Tax
- 3rd Party Payor Fee
- Child Support Payment
- 340B Drug Program Expense
- Payroll
- 3rd Party Payor Fee
- 3rd Party Payor Fee
- 340B Drug Program Expense
- 3rd Party Payor Fee
- Retirement Funding
- Health Insurance Premium Payment
- Credit Card Machine Lease Fee
- Credit Card Machine Lease Fee
- Credit Card Machine Lease Fee

Amount	CPSI "Handwritten" Check #
2,408.12	* 2,000.00
152.88	
~~16,440.00~~	
325.66	*
379,744.32	*
88.98	
260.44	
7.15	*
1,212.87	
180,968.91	**
67,407.28	**
40.03	
120.09	
80.06	
45.64	

Sales Tax 408.12 +
408.12 +

Child Support 161.19 +
161.19 +

633,023.62

152.88 +
88.98 +
260.44 +
1,212.87 +
1,715.17 +

pay plus

Lease Fee

40.03 +
120.09 +
80.06 +
45.64 +
285.82 +
408.12 +
161.19 +
1,715.17 +
285.82 +
2,570.30 +

Michelle Cumberland
Michelle Cumberland, CFO
Memorial Medical Center

* Approved on 6.18.25 cc
** Approved on 6.11.25 cc

**PROSPERITY BANK
ELECTRONIC TRANSFERS FOR OPERATING ACCOUNT -- ESTIMATED ACHS**

Date	Description

MMC Notes

Amount

633,023.62	+
2,000.00	-
325.66	-
379,744.32	-
7.15	-
180,968.91	-
67,407.28	-
2,570.30	+
2,570.30	-
0.00	+

Michelle Cumberland, CFO
Memorial Medical Center

**APPROVED ON
JUN 23 2025**

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

☑ Confirmation: You Have Filed Successfully

Sales and Use Tax Period Ending 05/31/2025 (2505)

Taxpayer ID: [REDACTED]	Taxpayer Name:	Entered By: Caitlin Clevenger
User ID: [REDACTED]	MEMORIAL MEDICAL CENTER	Email Address:
Reference Number: [REDACTED]	Taxpayer Address:	cclevenger@mmoportlavaca.com
Date and Time of Filing:	815 N VIRGINIA ST PORT LAVACA , TX	Telephone Number: (361) 552-0272
06/17/2025, 11:26:19 AM	77979-3025	
	IP Address: [REDACTED]	

PAYMENT SUMMARY

Electronic Check	Payment Reference Number: [REDACTED]	Type of Bank Account: Checking
State Amount: \$1,824.33	Trace Number: [REDACTED]	Accountholder Name:
Local Amount: \$583.79		Memorial Medical Center Operating
Amount to Pay: \$2,408.12		Bank Routing Number: [REDACTED]
Electronic Check: \$2,408.12		Bank Account Number: [REDACTED]
		Payment Effective Date: 06/20/2025

CREDIT SUMMARY

Credits Taken

Are you taking credit to reduce taxes due on this return? No

Licensed Customs Broker Exported Sales

Did you refund sales tax for this filing period on items exported outside the United States based on a Texas Licensed Customs Broker Export Certifications? No

LOCATION SUMMARY

Loc #	Total Texas Sales	Taxable Sales	Taxable Purchases	Subject to State Tax (Rate .0625)	State Tax Due	Subject to Local Tax	Local Tax Rate	Local Tax Due
00004	29,336	29,336	0.00	29,336	1,833.5	29,336	0.02	586.72
SubTotal	29,336	29,336	0	29,336	1,833.5	29,336		586.72

Total Tax for Locations **2,420.22**

Total Tax Due:	\$2,420.22
Timely Filing Discount:	- \$12.10
Balance Due:	\$2,408.12
Pending Payments:	- \$0.00

Total Amount Due and Payable: **\$2,408.12**

(State amount due is \$1,824.33) (Local amount due is \$583.79)

*\$2,000.00 approved last cc
(estimate made by mmc)*

RECEIVED BY THE
COUNTY AUDITOR ON

JUN 19 2025

MEMORIAL MEDICAL CENTER

06/19/2025

11:05

CALHOUN COUNTY, TEXAS

AP Open Invoice List

Due Dates Through: 07/11/2025

0
ap_open_invoice.template

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
✓ 061225		06/19/202	06/12/202	07/11/202			3,040.00	0.00	0.00	3,040.00

ins. pmt dep. into mmc opt in error ✓

Vendor Totals: Number Name

11824 THE CRESCENT

Gross	Discount	No-Pay	Net
3,040.00	0.00	0.00	3,040.00

Report Summary

Grand Totals:

Gross
3,040.00

Discount
0.00

No-Pay
0.00

Net
3,040.00

APPROVED ON

JUN 19 2025

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

JUN 19 2025

MEMORIAL MEDICAL CENTER

06/19/2025

10:59

CALHOUN COUNTY, TEXAS

AP Open Invoice List

Due Dates Through: 07/11/2025

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
✓ 061225A		06/19/202	06/12/202	07/11/202		114.14	0.00	0.00	114.14 ✓
	<i>ins. pmt. dep. into mmc dpt in error</i>								
✓ 061225		06/19/202	06/12/202	07/11/202		212.01	0.00	0.00	212.01 ✓
✓ 061225B		06/19/202	06/12/202	07/11/202		2,534.73	0.00	0.00	2,534.73 ✓
✓ 061325		06/19/202	06/13/202	07/11/202		1,303.26	0.00	0.00	1,303.26 ✓
✓ 061625		06/19/202	06/16/202	07/11/202		1,505.42	0.00	0.00	1,505.42 ✓
✓ 061725		06/19/202	06/17/202	07/11/202		80,016.85	0.00	0.00	80,016.85 ✓
✓ 061725A		06/19/202	06/17/202	07/11/202		2,618.88	0.00	0.00	2,618.88 ✓

Vendor Totals: Number Name

11836 GOLDENCREEK HEALTHCARE

Gross	Discount	No-Pay	Net
88,305.29	0.00	0.00	88,305.29

Report Summary

Grand Totals:

Gross
88,305.29

Discount
0.00

No-Pay
0.00

Net
88,305.29

APPROVED ON

JUN 19 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

JUN 19 2025

MEMORIAL MEDICAL CENTER

06/19/2025

11:03

AP Open Invoice List

0

ap_open_invoice.template

CALHOUN COUNTY, TEXAS

Due Dates Through: 07/11/2025

Vendor# Vendor Name

Class Pay Code

13004 ✓ TUSCANY VILLAGE

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 061225		06/19/202	06/12/202	07/11/202			14,865.55	0.00	0.00	14,865.55 ✓
✓ 061325C	ins. Pmt dep. into mmc det in error	06/19/202	06/13/202	07/11/202			19,813.21	0.00	0.00	19,813.21 ✓
✓ 061325		06/19/202	06/13/202	07/11/202			6,018.87	0.00	0.00	6,018.87 ✓
✓ 061325A		06/19/202	06/13/202	07/11/202			14,750.00	0.00	0.00	14,750.00 ✓
✓ 061325D		06/19/202	06/13/202	07/11/202			713.25	0.00	0.00	713.25 ✓
✓ 061325B		06/19/202	06/13/202	07/11/202			42,015.75	0.00	0.00	42,015.75 ✓
✓ 061625A		06/19/202	06/16/202	07/11/202			1,000.00	0.00	0.00	1,000.00 ✓
✓ 061625		06/19/202	06/16/202	07/11/202			15,759.72	0.00	0.00	15,759.72 ✓
✓ 061725		06/19/202	06/17/202	07/11/202			209.50	0.00	0.00	209.50 ✓
✓ 061725A		06/19/202	06/17/202	07/11/202			628.50	0.00	0.00	628.50 ✓

Vendor Totals: Number Name
13004 TUSCANY VILLAGE

Gross Discount No-Pay Net
115,774.35 0.00 0.00 115,774.35

Report Summary

Grand Totals: Gross Discount No-Pay Net
APPROVED ON 115,774.35 0.00 0.00 115,774.35

JUN 19 2025

BY COUNTY AUDITOR
CALHOUN COUNTY TEXAS

RECEIVED BY THE
COUNTY AUDITOR ON

JUN 19 2025

MEMORIAL MEDICAL CENTER

06/19/2025

11:04

CALHOUN COUNTY, TEXAS

AP Open Invoice List

Due Dates Through: 07/11/2025

0

ap_open_invoice.template

Vendor# Vendor Name

Class Pay Code

12792 ✓ LAVACA BAY NURSING AND REHAB

Invoice#	Comment	Tran Dt	Inv Dt	Due Dt	Check Dt	Pay	Gross	Discount	No-Pay	Net
✓ 061325		06/19/202	06/13/202	07/11/202			8,364.00	0.00	0.00	8,364.00 ✓
✓ 061625	ins. pmt dep. into mmc opt in error	06/19/202	06/16/202	07/11/202			5,947.48	0.00	0.00	5,947.48 ✓
✓ 061725		06/19/202	06/17/202	07/11/202			1,257.00	0.00	0.00	1,257.00 ✓

Vendor Totals: Number Name

12792 LAVACA BAY NURSING AND REHAB

Gross	Discount	No-Pay	Net
15,568.48	0.00	0.00	15,568.48

Report Summary

Grand Totals:

Gross	Discount	No-Pay	Net
15,568.48	0.00	0.00	15,568.48

APPROVED ON

JUN 19 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Memorial Medical Center
Nursing Home UPL
Weekly Cantex Transfer
Prosperity Accounts
6/23/2025

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 Gardens		46.31		40,418.27		40,464.58	40,364.58
						Bank Balance	40,464.58
						Variance	
						Leave in Balance	100.00

Routine Information for Ashford Gardens:

Ashford Health Care Center Ltd Co
JP Morgan Chase Bank

					Adjust Balance/Transfer Amt	40,364.58	
Broadmoor	3,804.26	3,704.26				100.00	
					Bank Balance	100.00	
					Variance		
					Leave in Balance	100.00	

					Adjust Balance/Transfer Amt		
Cypresswood	434.53	334.53				100.00	
					Bank Balance	100.00	
					Variance		
					Leave in Balance	100.00	

					Adjust Balance/Transfer Amt		
Fort Bend	100.00		990.00			1,090.00	990.00
					Bank Balance	1,090.00	
					Variance		
					Leave in Balance	100.00	

					Adjust Balance/Transfer Amt	990.00	
Salem Park/Houston	16.97		1,385.33			1,402.30	
					Bank Balance	1,402.30	
					Variance		
					Leave in Balance	100.00	

APPROVED ON

JUN 23 2025

40,364.58 + Houston / Fort Bend / Broadmoor
990.00 +
41,354.58 =

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Adjust Balance/Transfer Amt 1,302.30

TOTAL TRANSFERS 41,354.58

Approved: Michelle Cumberland, CFO 6/23/2025

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 MMC deposited to open account.

Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
		QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4&Lapse	QIPP TI	
6/17/2025 MANAGEANDNET1718 NHS PMNT 00000000000093 41	17,108.27						17,108.27
6/16/2025 MANAGEANDNET1718 NHS PMNT 00000000000093 41	1,210.00						3,210.00
	✓						
	✓						
	40,418.27						40,418.27
6/18/2025 WIRE OUT CANTEX HEALTH CARE CENTERS III	3,704.26						
	✓						
	✓						
	3,704.26						
6/18/2025 WIRE OUT CANTEX HEALTH CARE CENTERS III	334.53						
	✓						
	✓						
	334.53						
6/16/2025 MANAGEANDNET1718 NHS PMNT 0000000000004294 41	990.00						990.00
	✓						
	✓						
	990.00						990.00
6/16/2025 HNB - ECHO HCCLAIMPMIT 746003411 440000237195	1,385.33						1,385.33
	✓						
	✓						
	1,385.33						1,385.33
TOTALS	42,793.60						42,793.60

Balances Overview

Account Name

*4357 MEMORIAL MEDICAL - OPERATING	\$2,513,980.70	\$3,228,738.63	\$2,513,980.70	\$2,420,686.73
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$40,464.58 ✓ ✓	\$40,464.58	\$40,464.58	\$40,464.58
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$100.00 ✓ ✓	\$100.00	\$100.00	\$100.00
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$100.00 ✓ ✓	\$100.00	\$100.00	\$100.00
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$1,402.30 ✓ ✓	\$1,402.30	\$1,402.30	\$1,402.30
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$1,090.00 ✓ ✓	\$1,090.00	\$1,090.00	\$1,090.00
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$174,376.77 ✓	\$293,799.58	\$174,376.77	\$15,112.27
*4551 CAL CO INDIGENT HEALTHCARE	\$9,704.72	\$9,704.72	\$9,704.72	\$9,684.72
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$863.72 ✓	\$863.72	\$863.72	\$863.72
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$100.00 ✓	\$100.00	\$100.00	\$100.00
*5506 MMC -NH LAVACA BAY NURSING & REHAB	\$296,389.64 ✓	\$326,685.58	\$296,389.64	\$52,360.16
*3407 MMC -NH TUSCANY VILLAGE	\$391,015.95 ✓	\$430,625.47	\$391,015.95	\$410,502.42
*2998 MMC -MONEY MARKET FUND	\$66,348.96	\$66,348.96	\$66,348.96	\$66,348.96
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	\$846.60	\$846.60	\$846.60	\$821.60
Total Balance	\$3,496,783.94	\$4,400,870.14	\$3,496,783.94	\$3,019,637.46

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		200,228.64	199,442.41	173,590.54		174,376.77	173,590.54
					Bank Balance	174,376.77	
					Variance	-	
					Leave in Balance	100.00	

April Interest	397.88
May Interest	288.35

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.

6/23/2025

JUN 23 2025

BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

6/20/2025 Deposit
6/20/2025 TSYS/TRANSFIR CA CD DEP 543684555876917 43
6/20/2025 HNB - ECHO HCLMPLMPT 746003411 440000288862
6/20/2025 LUMINOS HOLDCO L Golden Cre 113114890670743
6/18/2025 WIRE OUT NEMICOR HEALTH d/b/a GOLDEN CREEK HC
6/18/2025 TSYS/TRANSFIR FIRST CR CD DEP 543684555876917 43
6/18/2025 HEALTH HUMAN SVS HCLMPLMPT 17460034113012 2
6/18/2025 HEALTH HUMAN SVS HCLMPLMPT 17460034113012 2
6/16/2025 AETHIA ASOI HCLMPLMPT 1588075964 5300019093

MMC PORTION							
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 SLapse	QIPP Tl	NH PORTION
-	144,124.78	-	-	-	-	-	144,124.78
-	7,092.00	-	-	-	-	-	2,092.00
-	9,891.20	-	-	-	-	-	9,891.20
-	3,156.52	-	-	-	-	-	3,156.52
199,442.41	-	-	-	-	-	-	-
-	1,708.94	-	-	-	-	-	1,708.94
-	1,354.89	-	-	-	-	-	1,354.89
-	4,112.21	-	-	-	-	-	4,112.21
-	7,150.00	-	-	-	-	-	7,150.00
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
✓ 199,442.41	✓ 173,590.54	-	-	-	-	-	173,590.54

Balances Overview

Account Name

*4357 MEMORIAL MEDICAL - OPERATING	\$2,513,980.70	\$3,228,738.63	\$2,513,980.70	\$2,420,686.73
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$40,464.58	\$40,464.58	\$40,464.58	\$40,464.58
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$100.00	\$100.00	\$100.00	\$100.00
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$100.00	\$100.00	\$100.00	\$100.00
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$1,402.30	\$1,402.30	\$1,402.30	\$1,402.30
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$1,090.00	\$1,090.00	\$1,090.00	\$1,090.00
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$174,376.77	\$293,799.58	\$174,376.77	\$15,112.27
*4551 CAL CO INDIGENT HEALTHCARE	\$9,704.72	\$9,704.72	\$9,704.72	\$9,684.72
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$863.72	\$863.72	\$863.72	\$863.72
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$100.00	\$100.00	\$100.00	\$100.00
*5506 MMC -NH LAVACA BAY NURSING & REHAB	\$296,389.64	\$326,685.58	\$296,389.64	\$52,360.16
*3407 MMC -NH TUSCANY VILLAGE	\$391,015.95	\$430,625.47	\$391,015.95	\$410,502.42
*2998 MMC -MONEY MARKET FUND	\$66,348.96	\$66,348.96	\$66,348.96	\$66,348.96
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	\$846.60	\$846.60	\$846.60	\$821.60
Total Balance	\$3,496,783.94	\$4,400,870.14	\$3,496,783.94	\$3,019,637.46

Memorial Medical Center
Nursing Home UPL
Weekly HMG Transfer
Prosperity Accounts
6/23/2025

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
~~Gulf Point Plaza Prosperity Payroll~~		1,566.74	1,466.74	763.72			863.72	763.72
						Bank Balance	863.72	
						Variance		
						Leave in Balance	100.00	

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
~~Gulf Point Plaza Prosperity Payroll~~		424.24	324.24				100.00	
						Bank Balance	100.00	
						Variance		
						Leave in Balance	100.00	
						Adjust Balance/Transfer Amt	763.72	

Housing Information for Gulf Point Plaza:

TOTAL TRANSFERS

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: *mse*
Michelle Cumberland, CFO

6/23/2025

APPROVED ON
JUN 23 2025
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Gulf Points Plaza-Private Pay

6/18/2025 WIRE OUT HMG Rockport SNF, LP - Commerical
 6/18/2025 HNB - ECHO HCCLAIMPMT 746003411 440000246031
 6/17/2025 HNB - ECHO HCCLAIMPMT 746003411 440000295120

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
1,466.74	-	-	-	-	-	-	-
-	186.20	-	-	-	-	-	186.20
-	577.52	-	-	-	-	-	577.52
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
1,466.74	763.72	-	-	-	-	-	763.72

Gulf Points Plaza-Medicaid/Medicare

6/18/2025 WIRE OUT HMG Rockport SNF, LP - Commerical

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp1	QIPP/Comp 2	QIPP/Comp3	QIPP/Comp4 & Lapse	QIPP TI	
324.24	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
324.24	-	-	-	-	-	-	-
1,790.98	763.72	-	-	-	-	-	763.72

Balances Overview

Account Name

*4357 MEMORIAL MEDICAL - OPERATING	\$2,513,980.70	\$3,228,738.63	\$2,513,980.70	\$2,420,686.73
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$40,464.58	\$40,464.58	\$40,464.58	\$40,464.58
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$100.00	\$100.00	\$100.00	\$100.00
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$100.00	\$100.00	\$100.00	\$100.00
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$1,402.30	\$1,402.30	\$1,402.30	\$1,402.30
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$1,090.00	\$1,090.00	\$1,090.00	\$1,090.00
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$174,376.77	\$293,799.58	\$174,376.77	\$15,112.27
*4551 CAL CO INDIGENT HEALTHCARE	\$9,704.72	\$9,704.72	\$9,704.72	\$9,684.72
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$863.72	\$863.72	\$863.72	\$863.72
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$100.00	\$100.00	\$100.00	\$100.00
*5506 MMC -NH LAVACA BAY NURSING & REHAB	\$296,389.64	\$326,685.58	\$296,389.64	\$52,360.16
*3407 MMC -NH TUSCANY VILLAGE	\$391,015.95	\$430,625.47	\$391,015.95	\$410,502.42
*2998 MMC -MONEY MARKET FUND	\$66,348.96	\$66,348.96	\$66,348.96	\$66,348.96
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	\$846.60	\$846.60	\$846.60	\$821.60
Total Balance	\$3,496,783.94	\$4,400,870.14	\$3,496,783.94	\$3,019,637.46

Memorial Medical Center
 Nursing Home UPL
 Weekly Tuscany Transfer
 Prosperity Accounts
 6/23/2025

Nursing Home	Account Number	Previous Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Deposits	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Tuscany Village		420,408.51	420,108.51	390,915.95			391,015.95	390,915.95
						Bank Balance Variance	391,015.95	
						Leave in Balance	100.00	

Adjust Balance/Transfer Amt 390,915.95

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: [Signature]
 Michelle Cumberland, CFO 6/23/2025

APPROVED ON
 JUN 23 2025
 BY COUNTY AUDITOR
 CALHOUN COUNTY, TEXAS

Tuscan Village

6/20/2025 1189
 6/20/2025 Deposit
 6/20/2025 HNB - ECHO HCCLAIMPMT 746003411 440000287792
 6/18/2025 WIRE OUT VILLAGE POST ACUTE HEALTH SERVICE
 6/18/2025 HNB - ECHO HCCLAIMPMT 746003411 440000246031
 6/18/2025 NOVITAS SOLUTION HCCLAIMPMT 676201 420000115
 6/17/2025 Deposit
 6/17/2025 HNB - ECHO HCCLAIMPMT 746003411 440000294376
 6/17/2025 HNB - ECHO HCCLAIMPMT 746003411 440000295018
 6/17/2025 NOVITAS SOLUTION HCCLAIMPMT 676201 420000162
 6/16/2025 HNB - ECHO HCCLAIMPMT 746003411 440000237195

		MMC PORTION					NH PORTION
Transfer-Out	Transfer-In	QIPP/Comp 1	QIPP/Comp 2, 3 4 & Lapse	QIPP/Comp 3	QIPP/Comp 4&Lapse	QIPP TI	
101,338.32	✓	-	-	-	-	-	-
-	79,200.21	-	-	-	-	-	79,200.21
-	2,651.64	-	-	-	-	-	2,651.64
318,970.19	✓	-	-	-	-	-	-
-	1,935.35	-	-	-	-	-	1,935.35
-	16,854.95	-	-	-	-	-	16,854.95
-	11,302.65	-	-	-	-	-	11,302.65
-	2,738.94	-	-	-	-	-	2,738.94
-	22,313.58	-	-	-	-	-	22,313.58
-	205,066.15	-	-	-	-	-	205,066.15
-	48,852.48	-	-	-	-	-	48,852.48
✓	✓	-	-	-	-	-	-
420,308.51	390,915.95	-	-	-	-	-	390,915.95

Balances Overview

Account Name

*4357 MEMORIAL MEDICAL - OPERATING	\$2,513,980.70	\$3,228,738.63	\$2,513,980.70	\$2,420,686.73
*4381 MEMORIAL MEDICAL / NH ASHFORD	\$40,464.58	\$40,464.58	\$40,464.58	\$40,464.58
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$100.00	\$100.00	\$100.00	\$100.00
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$100.00	\$100.00	\$100.00	\$100.00
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$1,402.30	\$1,402.30	\$1,402.30	\$1,402.30
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$1,090.00	\$1,090.00	\$1,090.00	\$1,090.00
*4454 MEMORIAL MEDICAL / NH GOLDEN CREEK HEALTHCARE	\$174,376.77	\$293,799.58	\$174,376.77	\$15,112.27
*4551 CAL CO INDIGENT HEALTHCARE	\$9,704.72	\$9,704.72	\$9,704.72	\$9,684.72
*5433 MMC -NH GULF POINTE PLAZA - PRIVATE PAY	\$863.72	\$863.72	\$863.72	\$863.72
*5441 MMC -NH GULF POINTE PLAZA - MEDICARE/MEDICAID	\$100.00	\$100.00	\$100.00	\$100.00
*5506 MMC -NH LAVACA BAY NURSING & REHAB	\$296,389.64	\$326,685.58	\$296,389.64	\$52,360.16
*3407 MMC -NH TUSCANY VILLAGE	\$391,015.95	\$430,625.47	\$391,015.95	\$410,502.42
*2998 MMC -MONEY MARKET FUND	\$66,348.96	\$66,348.96	\$66,348.96	\$66,348.96
*7168 MEMORIAL MEDICAL CENTER MONEY MKT 2	\$846.60	\$846.60	\$846.60	\$821.60
Total Balance	\$3,496,783.94	\$4,400,870.14	\$3,496,783.94	\$3,019,637.46

Memorial Medical Center
Nursing Home UPL
Weekly HSL Transfer
Prosperity Accounts
6/23/2025

Nursing Home	Account Number	Previous Beginning Balance	Transfer-Out	Transfer-In	Cks Cleared	Pending Medicare Repayment	Today's Beginning Balance	Amount to Be Transferred to Nursing Home
Levee Bay Nursing Home		285,857.30	204,663.05	295,195.39			296,389.64	295,195.39
						Bank Balance	296,389.64	
						Variance		
						Leave in Balance	100.00	
						April Interest	469.35	
						May Interest	624.90	

Adjust Balance/Transfer Amt 295,195.39

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: MSL
Michelle Cumberland, Controller

6/23/2025

APPROVED ON
JUN 23 2025
BY COUNTY AUDITOR
CALHOUN COUNTY, TEXAS

Livaca Bay Nursing and Rehab

	Transfer-Out	Transfer-In	MMC PORTION					NH PORTION
			QJPP/Comp1	QJPP/Comp 2	QJPP/Comp3	QJPP/Comp4&Lapse	QJPP T1	
6/20/2025 Deposit	-	137,707.30	-	-	-	-	-	137,707.30
6/20/2025 HOSPICE OF SOUTH Payments NF 113122850024701	-	1,205.35	-	-	-	-	-	1,205.35
6/20/2025 HEALTHI HUMAN SVC HCCLAIMPMT 17460014113016 2	-	18,109.11	-	-	-	-	-	18,109.11
6/20/2025 NOVITAS SOLUTION HCCLAIMPMT 576481 420000155	-	87,007.72	-	-	-	-	-	87,007.72
6/18/2025 WIRE OUT REG Leased OpCo LLC	104,663.05	-	-	-	-	-	-	-
6/18/2025 HEALTH HUMAN SVC HCCLAIMPMT 17460014113016 2	-	4,062.27	-	-	-	-	-	4,062.27
6/18/2025 CENTENE CORP HCCLAIMPMT 531011273115275	-	141.87	-	-	-	-	-	141.87
6/17/2025 Deposit	-	16,563.82	-	-	-	-	-	16,563.82
6/17/2025 Deposit	-	14,388.70	-	-	-	-	-	14,388.70
6/17/2025 NOVITAS SOLUTION HCCLAIMPMT 576481 420000162	-	8,200.27	-	-	-	-	-	8,200.27
6/16/2025 HHA - FCHO HCCLAIMPMT 746001411 440000237195	-	7,808.98	-	-	-	-	-	7,808.98
	204,663.05	295,195.39	-	-	-	-	-	295,195.39

Balances Overview

Account Name

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*4381 MEMORIAL MEDICAL / NH ASHFORD	\$40,464.58	\$40,464.58	\$40,464.58	\$40,464.58
*4403 MEMORIAL MEDICAL / NH BROADMOOR	\$100.00	\$100.00	\$100.00	\$100.00
*4411 MEMORIAL MEDICAL / NH CRESCENT	\$100.00	\$100.00	\$100.00	\$100.00
*4438 MEMORIAL MEDICAL / SOLERA @ WEST HOUSTON	\$1,402.30	\$1,402.30	\$1,402.30	\$1,402.30
*4446 MEMORIAL MEDICAL / NH FORT BEND	\$1,090.00	\$1,090.00	\$1,090.00	\$1,090.00
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Thomas Dio

Justice of the Peace, Precinct 2

201 W Austin, Rm 11 • Port Lavaca, TX 77979 • (361) 553-4622 • Fax (361) 553-4625

June 19, 2025

Verne Lyssy
Calhoun County Judge

RE: Agenda Items

Please place the following items on the Commissioners Court agenda for the date indicated:

Agenda for:

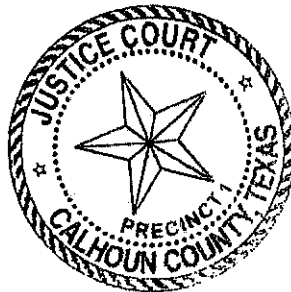
- Consider and take necessary action to declare surplus/salvage the following items

Inventory #456-0079..... Portable Radio

Respectfully,

A handwritten signature in black ink, appearing to read "Thomas Dio".

Thomas Dio
Justice of the Peace, Pct. 2
Calhoun County, TX



Calhoun County, Texas

SURPLUS/SALVAGE DECLARATION REQUEST FORM

Department Name: Justice of the Peace, Pct 2

Requested By: Thomas Dio

[illegible]

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